



**INVITATION TO BID**  
**Leon County School Board**  
**Purchasing Department**

**Release Date:** February 27, 2022  
**ITB No.:** 5688-2022  
**ITB Title:** Killearn Lakes Elementary School Basketball Court Reconstruction  
**Contact:** Debbie Bates / [batesd@leonschools.net](mailto:batesd@leonschools.net)  
**Phone:** 850-617-5977

The Leon County School Board ("School Board") solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. This sealed bid must be submitted to The Leon County School Board, Purchasing Department, 3397 W. Tarpe St, Tallahassee, Florida 32303, no later than **2:00 P.M.** local time on **March 29, 2022** and plainly marked ITB No. **5688-2022**. Bids are due and will be opened at this time.

**REQUIRED SUBMITTAL CHECKLIST** - For each item below, insert bidder Authorized Agent initials verifying that forms are accurately completed, signed by an officer of the business and returned with the bid. **Failure to provide all requested documents may result in your proposal being declared non-responsive.**

**Bidder should submit one (1) original, two (2) copies**

- |  |   |
|--|---|
| <input type="checkbox"/> ITB – Bidder Acknowledgement Form               | <input type="checkbox"/> Drug Free Workplace Certification (Exhibit E)                  |
| <input type="checkbox"/> Dispute Contact – pg. 5, item 20                | <input type="checkbox"/> Certification Regarding Debarment (Exhibit F)                  |
| <input type="checkbox"/> Bid Proposal Form – pg. 13                      | <input type="checkbox"/> Sworn Statement / Jessica Lunsford Act (Exhibit G)             |
| <input type="checkbox"/> Conflict of Interest Certificate (Exhibit A)    | <input type="checkbox"/> Affidavit For Claiming Local Purchasing Preference (Exhibit H) |
| <input type="checkbox"/> Application for Vendor Status Forms (Exhibit B) | <input type="checkbox"/> Indemnification and Insurance Requirements (Exhibit I)         |
| <input type="checkbox"/> E-Verify Affidavit (Exhibit C)                  | <input type="checkbox"/> Mandatory Responsive Checklist (Exhibit J)                     |
| <input type="checkbox"/> Vendor Questionnaire (Exhibit D)                | <input type="checkbox"/> Construction Documents (Exhibit K)                             |

**THE FOLLOWING MUST BE COMPLETED, SIGNED AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.**

Authorized Representative's Name/Title	Authorized Representative's Signature	Date	
Company's Name	Telephone Number	FAX Number	
Address	City	State	Zip Code
Area Representative	Telephone Number	FAX Number	
Federal Employer's Identification Number (FEIN)	Email		

I certify that I have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this contract. I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, FS.

By signing and submitting this proposal, I certify that I am authorized to sign this bid for this vendor and further certify unconditional acceptance of the contents of this ITB, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any Addendum released hereto.

Signature of Authorized Officer/Agent: <i>(Bid must be signed by an officer or employee having authority to legally bind the bidder)</i>	Typed or Printed Name
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**NO RESPONSE – I HEREBY SUBMIT THIS AS A "NO RESPONSE" FOR THE REASON(S) CHECKED BELOW**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Remove our name from this bid list only           | <input type="checkbox"/> Insufficient time to respond to the ITB | <input type="checkbox"/> Could not meet insurance requirements           |
| <input type="checkbox"/> Keep our company on bid list for future bids      | <input type="checkbox"/> Could not meet specifications           | <input type="checkbox"/> Product schedule would not permit us to perform |
| <input type="checkbox"/> We do not offer the product or service requested. | <input type="checkbox"/> Other _____                             |  |

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## BID IDENTIFICATION LABEL

**NOTICE TO ALL BIDDERS:** A label has been provided to properly identify your bid. Place the bid in a sealed envelope, type the name and address of the bidder on the label and affix the label to the front of the envelope.

The summer hours for the School Board Purchasing office are from 8:00 a.m. - 4:30 p.m. Monday through Thursday. If you are hand delivering a proposal, a Purchasing representative will be available to time/date stamp your submittal during these hours.

**Cut out the label below and attach it to your envelope.**

<b>Sealed Bid – DO NOT OPEN</b>	<b>Sealed Bid – DO NOT OPEN</b>
<b>Bid Title:</b>	<b>Killearn Lakes Elementary School Basketball Court Reconstruction</b>
<b>Bid No.:</b>	<b>5688-2022</b>
<b>Bids Due:</b>	<b>March 29, 2022 @ 2:00 P.M.</b>
<b>From:</b>	_____
<b>Address:</b>	_____ _____
<b>Deliver To:</b>	Leon County Schools Purchasing Department 3397 West Tharpe Street Tallahassee, Florida 32303
<b>Sealed Bid – DO NOT OPEN</b>	<b>Sealed Bid – DO NOT OPEN</b>

## I. GENERAL TERMS AND CONDITIONS

**1. INTRODUCTION:** The purpose and intent of this Invitation to Bid (ITB) is to secure a firm price and to identify a qualified vendor for Killearn Lakes Elementary School Basketball Court Reconstruction.

Interested firms must hold a current Certificate of Prequalification from the Leon County School Board Construction & Facilities Department. Certificates will be valid for one year from the date of School Board approval and must be renewed annually. Instructions are available at: <https://www.leonschools.net/Page/4815>. **Submittals for work from firms not prequalified at the time of submittal will be deemed nonresponsive and will not be considered.**

**2. SCHOOL BOARD CONTACT:** All questions for additional information regarding this ITB must be directed to the designated Purchasing Agent noted on the title page.

All contact and requests for clarifications should be submitted via e-mail to: [batesd@leonschools.net](mailto:batesd@leonschools.net) no later than **March 14, 2022**. Responses will be distributed no later than **March 17, 2022**.

Prospective bidders shall not contact any member of the Leon County School Board, Superintendent, or staff regarding this Bid prior to posting of the award recommendation on the LCS Purchasing website. Any contact shall be cause for rejection of the Vendor's Bid.

**3. DEFINITIONS:** The term "Bidder" as used within this Invitation to Bid (ITB) refers to the person, company, or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein. The term "School Board" refers to the School Board of Leon County, Florida.

**4. BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to obtain all pages of the ITB package and all attachments thereto, together with any addenda to the ITB package that may be issued prior to the ITB due date. ITB package and addenda as well as general information can be found at [www.leonschools.net/Page/4411](http://www.leonschools.net/Page/4411).

Before submitting their Bid, each Bidder is required to carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this request. Ignorance on the part of the Bidder will in no way relieve them of any of the obligations and responsibilities, which are a part of this ITB.

**5. PUBLIC OPENING:** The Bids shall be opened at the date, time and place listed herein, or as amended in the form of an addenda. The names of Bidder and the price submitted will be read aloud at the public opening. A list of the respondents submitting Bids can be requested in writing from the Board's Contact. In accordance with Section 119.071(1)(b), Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the

**6. AWARD:** The Board intends to award the resulting contract to the responsible and responsive Bidder whose Bid is determined to be the lowest total cost. In the event the Responsible Bidder with the lowest total price is found non-responsive, the Board may proceed to the next Responsible Bidder who submitted a Responsive Bid with the lowest total cost and continue the award process. Any or all award(s) made as a

result of this ITB shall conform to all applicable laws, rules, and Board policies and procedures.

It is anticipated that a recommendation for award will be presented to the School Board for consideration at its April 12, 2022 meeting.

**7. ORIGINAL AND RENEWAL TERM:** The School Board intends to issue a purchase order upon Board approval of the award, on or about April 13, 2022 with on-site work anticipated to begin upon receiving a Notice to Proceed and completed on or before July 1, 2022. All work must be scheduled with the Board's Project Coordinator. By submitting a Bid, the Bidder agrees that work can be completed within this timeframe.

**8. RESERVATION FOR REJECTION OR AWARD:** The School Board reserves the right to reject any or all bids and to waive minor irregularities or technicalities.

**9. CONTRACT** The submission of a Bid constitutes a firm offer by the Bidder. Upon award by the School Board, the Purchasing Department will issue a purchase order(s) for any supplies, equipment, or services as a result of this ITB. The ITB and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the School Board. Unless otherwise stipulated in the ITB or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

**10. FIRM OFFER:** Any Bid may be withdrawn until the date and time set for the opening of Bids. Any Bid not withdrawn shall constitute a binding offer to provide the School Board the services/products set forth in this ITB. Such offer shall be held for a period of 90 days from the ITB opening date.

**11. CONFIDENTIALITY:** Bidders shall be aware that all submittals provided with a bid are subject to public disclosure and will not be afforded confidentiality with the exception of "sealed" financial statements.

**12. PUBLIC RECORDS LAW:** Pursuant to Chapter 119.071(1), Florida Statutes, bids received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all documents and materials submitted by Bidders in response to this ITB will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its Bid is exempt or confidential from disclosure under Florida's public records, the burden shall be on the Bidder to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the School Board prior to the School Board's release of such information into the public domain

### **13. AUDITS, RECORDS, AND RECORDS RETENTION: REQUIRED PUBLIC RECORDS ACKNOWLEDGEMENT**

To the extent Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract, Contractor will specifically:

- A. Keep and maintain public records required by LCSB to perform the service.
- B. Upon request from LCSB's custodian of public records, provide LCSB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Contractor does not transfer the records to LCSB.

- D. Upon completion of the Agreement, transfer, at no cost to LCSB, all public records in possession of the Contractor or keep and maintain public records required by LCSB to perform the service. If Contractor transfers all public records to LCSB upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LCSB, upon request of LCSB's custodian of public records, in a format that is compatible with the information technology systems of LCSB.
- E. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to LCSB.

**PUBLIC RECORDS NOTICE  
IF CONTRACTOR HAS QUESTIONS  
REGARDING THE APPLICATION OF  
CHAPTER 119, FLORIDA STATUTES, TO  
CONTRACTOR'S DUTY TO PROVIDE PUBLIC  
RECORDS RELATING TO THIS AGREEMENT,  
CONTACT THE CUSTODIAN OF PUBLIC  
RECORDS, JULIE JERNIGAN, AT  
[JERNIGANJ@LEONSCHOOLS.NET](mailto:JERNIGANJ@LEONSCHOOLS.NET),  
(850)487-7177, 520 SOUTH APPELYARD  
DRIVE, TALLAHASSEE, FLORIDA 32304.**

- 14. BID PREPARATION COSTS:** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this ITB.
- 15. BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement Form. All Bids received after the time indicated will be rejected as non-responsive and returned to sender. The School Board will not accept verbal Bids or those submitted via email or fax. The School Board is not responsible for lost or late delivery of Bids by the U.S. Postal Service or other delivery services used by the Bidder.
- 16. CLARIFICATIONS AND INTERPRETATIONS:** The School Board reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. In the event of a conflict between the General Bid Terms and Conditions and any Special Terms and Conditions attached hereto, the Special Terms and Conditions shall have precedence. Any questions concerning terms, conditions, or specifications shall be directed to the designated Purchasing Agent referenced on the ITB Acknowledgement. It is the Bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the Bid. Oral statements given before the bid opening date will not be binding. The School Board will consider no interpretations binding unless provided in writing through an Addendum to the solicitation. Addenda will be made available at <http://www.leonschools.net/Domain/195>. Interested parties are responsible for monitoring the School Board website for new, changing, or clarifying information relative to this solicitation.
- 17. DEFAULT:** In the event that the awarded Bidder should breach this contract, the School Board reserves the right to seek all remedies in law and/or in equity.

**18. FUNDING OUT/CANCELATION OR TERMINATION WITH OR WITHOUT CAUSE:**

- A. WITH CAUSE:** In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the School Board or its designee for immediate cancellation. Upon cancellation, hereunder the School Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.
- B. WITHOUT CAUSE:** The School Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said Contract. The School Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

**19. TIE BID:** According to Section 287.087, F.S. tie bid preference shall be awarded to Bidders with Drug Free Work Place programs. Whenever two or more Bids are equal in price, quality, and service, a Bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both Bidders have a Drug Free Work Place, preference shall be awarded in the following order: Local Vendors as specified in School Board Policy 6450, SBE certified as specified in School Board Policy 6325. If both Bidders meet all requirements, according to standard purchasing practice, the Director of Purchasing will flip a coin to break the tie. Bidder's company name closest to the letter "A" will always be assigned heads in the coin toss.

**20. DISPUTE:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties. In the event a dispute occurs, or a clarification of contract terms becomes necessary, *please indicate your company representative for arbitration proceedings.*

**Representative's Name:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

Our School Board Representatives will be:

**Opal McKinney-Williams, B.C.S  
Pittman Law Group, P.L.  
(850) 216-1002**

**21. BID PROTESTS:** Any person desiring to protest the conditions/specifications in this Bid or any Addenda thereto, shall file a written notice of protest within 72 hours after public posting of the Bid, Addendum, or Board decision and shall file a formal written protest within ten days after the date the notice of protest was filed. Saturdays, Sundays and legal holidays or days during which the School Board administration is closed shall be excluded in the computation of the 72-hour period. If the 10<sup>th</sup> calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday, or day during which the School Board District offices are closed. Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes, and School Board Policy 6326. Failure to follow any other requirements in the bid protest

procedures established by the School Board of Leon County, Florida shall constitute a waiver of all protest rights.

**22. GOVERNING LAW AND VENUE:** All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the state of Florida. Venue in state court shall be in Leon County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida Tallahassee Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

**23. COMPLIANCE WITH STATE/FEDERAL REGULATIONS:** All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The bidder certifies by signing the bid that the bidder and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the Bidder shall immediately notify the Director of Purchasing, in writing. Bidders will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board makes final payment.

For all contracts involving Federal funds in excess of \$10,000, the School Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the Bidder.

**24. COMPLIANCE WITH SCHOOL CODE:** Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists and further as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the School Board.

**25. NONDISCRIMINATION NOTIFICATION AND CONTACT INFORMATION:** "No person shall on the basis of sex (including transgender, gender nonconforming and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status or genetic information be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving federal financial assistance, except as provided by law." No person shall deny equal access or a fair opportunity to meet to, or discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code as a patriotic society.

An employee, student, parent or applicant alleging discrimination with respect to employment, or any educational program or activity may contact:

Dr. Kathleen L. Rodgers, Assistant Superintendent

Equity Coordinator (Students) and  
Title IX Compliance Officer  
Leon County School District  
2757 West Pensacola Street  
Tallahassee, Florida 32304  
(850) 487-7306  
[rodgersk@leonschools.net](mailto:rodgersk@leonschools.net)

Deana McAllister, Assistant Superintendent  
Labor and Relations, Equity Coordinator (Employees)  
(850) 487-7207  
[mcallisterd@leonschools.net](mailto:mcallisterd@leonschools.net)

A student or parent alleging discrimination as it relates to Section 504 of the Rehabilitation Act may contact:

Karin Gerold, 504 Specialist  
(850) 487-7160  
[geroldk@leonschools.net](mailto:geroldk@leonschools.net)

**26. SBDO PROGRAM:** The School Board established the Small Business Development Office to support innovative race and gender-neutral strategies to promote qualified small business participation as specified in School Board Policy 6325.

**27. LOCAL PREFERENCE:** This ITB is subject to the local preference provisions as specified in School Board Policy 6450.

**28. FLORIDA PREFERENCE:** This ITB is subject to Section 287.084, Florida Statutes, which requires, among other things, the following: "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." Any bidder, regardless of whether its principal place of business is located inside or outside of this state, who submits any written bid, proposal or reply documents is responsible for understanding and complying with the requirements of §287.084 Florida Statutes.

**29. CHARTER SCHOOLS:** Items or services awarded under this Contract shall be made available to Charter Schools approved by the School Board. The School Board is not responsible or liable for purchases that may be made by Charter Schools.

## II. LICENSURE, INSURANCE AND LIABILITY

**1. OCCUPATIONAL LICENSE:** The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

**2. WORKER'S COMPENSATION:** Bidders shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, bidder shall require subcontractors similarly to provide Workers' Compensation Insurance.

**3. LIABILITY:** Where bidders are required to enter or go onto School Board property to deliver materials, perform work or provide services as a result of a bid award, the bidder assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions.

**4. INSURANCE AND INDEMNIFICATION:** *This General Condition is NOT subject to negotiation and any Bid that fails to accept these conditions will be rejected as "non-responsive", unless the Bidder is entitled to sovereign immunity by action of the Florida Legislature.* Each party agrees to be fully responsible for its acts of negligence, or its agents' acts



of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence to the extent allowable pursuant to Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board. Nothing herein shall be construed as consent by the School Board to be sued by third parties in any matter arising out of any contract. Bidder shall hold harmless and defend the School Board and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the School Board by an employee of the named Bidder, any Subcontractor, or anyone directly or indirectly employed by any of them. The bidder's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the bidder's limit of, or lack of, sufficient insurance protection.

**5. RISK OF LOSS:** The bidder assumes the following risks: **(1.)** all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; **(2.)** all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; **(3.)** all risks of loss or damage to any property received by the bidder or held by the bidder or its suppliers for the account of the School Board, until such property has been delivered to the School Board; **(4)** all risks of loss or damage to any of the goods or part thereof rejected by the School Board, from the time of shipment thereof to bidder until redelivery thereof to the School Board.

**6. PUBLIC ENTITY CRIMES:** Pursuant to Section 287.133, F.S., a Bidder, person, or affiliate who has been placed on the convicted Vendors list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**7. AUDITS, RECORDS, AND RECORDS RETENTION:** The School Board or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the School Board's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the School Board and the Bidder.

- A.** To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the School Board under this contract.
- B.** To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

- C.** Upon completion or termination of the contract and at the request of the School Board, the Contractor will cooperate with the School Board to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- D.** To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the School Board.
- E.** Persons duly authorized by the School Board and Federal auditors, pursuant to Title 45, Code of Federal Regulations, Part 92.36 (l) (10), and Title 34, Section 80.36(i), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F.** To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

### III. GOODS AND SERVICES

**1. WARRANTY:** All goods and services furnished by the bidder, relating to and pursuant to this ITB will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the bidder will take all necessary action, at bidder's expense, to correct such breach in the most expeditious manner possible.

**2. PRICING:** All pricing submitted will include all packaging, handling, shipping charges and delivery to any point within Leon County, Florida to a secure area or inside delivery. **The School Board is exempt and does not pay Federal Excise and State of Florida sales taxes.**

**3. PRICE ESCALATION:** In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this contract, the School Board reserves the right to negotiate the established bid price with the contractor at any time during the duration of this contract after completion of the initial contract term. Price negotiations will be at the sole discretion of the School Board.

The School Board may consider pricing increases of the bid item(s) if the following conditions occur:

- A.** There is a verifiable price increase of the bid item(s) to the contract supplier.
- B.** The contractor submits to the School Board, in writing, notification of price increases.
- C.** The price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices.
- D.** The contractor shall submit the above information to the Director of Purchasing thirty (30) calendar days prior to the effective date of the price increase. Requests for price increases may only be made after the first term of the contract.

When the contractor complies with the abovementioned conditions, the Director of Purchasing will review the information to determine if it is in the best interest of the School Board to adjust the pricing on the products bid, in conjunction with the contractor's effective date of price increase. The School Board reserves the right to deny any requests for price increases. The contractor must receive written notification from the Director of Purchasing that the School Board is in acceptance of the new prices before processing any orders with the new costs.

**4. QUANTITIES:** Quantities listed in the bid are estimates provided for bidder information purposes only. No guarantee is given or implied as to the exact quantities, which will be purchased from this bid. The School Board reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the bid pricing or the terms and conditions of the bid.

**5. MOST FAVORED CUSTOMER STATUS:** The awarded bidder shall afford the School Board the most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current state of Florida contract, or other viable piggyback contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the state of Florida contract. Should the contractor decline, LCSB reserves the right to purchase the item(s) from the state of Florida or alternate piggyback contract.

**6. TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and contractor's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

**7. PURCHASING CARDS:** The School Board may choose to use a "Purchasing Card" for ordering of goods and materials or payment of invoices under this contract. The bidder, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the School Board's Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of the contract, if already awarded. No third-party payment, i.e. Pay pal will be considered.

**8. TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School Board upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School Board will not accept collect freight charges. (3) No premium carriers will be used for the School Board's account without prior written consent of the Director of Purchasing.

#### IV. BIDDER REQUIREMENTS

**1. E-VERIFY:** Every Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision. Subcontractors shall provide Contractor with an affidavit stating the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. See Section 448.095, Florida Statutes, for all requirements.

**2. LEVEL 2 SCREENING REQUIREMENTS:** The following provisions, which implement the requirements of School Board Policy 8475, Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are included as additional terms and conditions of the contract:

##### **Finger Printing and Background Check:**

The bidder/contractor agrees to comply with all requirements of School Board Policy 8475 and Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468, F.S., by certifying that all employees have completed the mandatory background screenings as required by the referenced policy and statutes and shall provide the School Board with proof of compliance. These certifications will be provided to the Leon County School Board, Safety & Security Department in advance of the Bidder/Contractor providing any/all services as required herein. The Bidder/Contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the School Board to maintain the fingerprints provided with respect to Bidder/contractor and

its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The Bidder/contractor will follow procedures for obtaining employees background screening as established by the Leon County School Board, Safety & Security Department.

**Where:** Leon County School Board –Safety & Security Department  
2757 W. Pensacola St.  
Tallahassee, Florida 32304

**When:** Monday - Friday  
8:00 a.m. – 5:00 p.m.

**Point of Contact:** Donald Kimbler @ 850-487-7293

LCSB Policy 8475 is subject to review and change. As a provision of this Contract, if awarded, any changes made to this policy will automatically become a part of and be incorporated in this Contract. It is the responsibility of the awardee(s) to be aware of any changes that may occur.

**3. RECIPROCITY OF FLORIDA SCHOOL I.D. BADGES:** If a Contractor's employee has a Level II clearance registered with another Florida School Board, they may be able to obtain a Leon County School Board vendor I.D. badge. The Contractor should check with the LCS Safety & Security Fingerprint Services office to verify clearance and obtain a vendor I.D. badge.

**4. IDENTIFICATION:** All Contractor personnel, including subcontractor employees when applicable, shall display an identification badge at all times including the employee's name, the Contractor's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work under the terms of this Contract.

**5. CONTACT WITH STUDENTS:** No employees or independent contractors, material men, suppliers or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School Board. Bidder/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

**6. WEAPONS AND FIREARMS:** The School Board prohibits any Contractor from possessing, storing, making, or using a weapon, including a concealed weapon, on School Board property and any setting that is under the control and supervision of the School Board as specified in School Board Policy 7217. Violations will be subject to the immediate termination of the Contract.

**7. SMOKING AND TOBACCO PRODUCTS:** Smoking and the use of tobacco products are prohibited on school property, including all buildings and grounds. A fine of \$500.00 may be assessed for the first offense and termination of the Contract may be imposed for any second or additional offense.

**8. ATTIRE:** Proper attire shall be worn at all times.

- A. Shirts shall be worn awhile on school property at all times. (No tank tops or undershirts will be permitted).
- B. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.
- C. Proper shoes to insure the individual's safety shall be worn at all times.

**9. INSPECTIONS AND TESTING:** The School Board will have the right to inspect and test any of the goods or services covered by this ITB. All goods or services are subject to the School Board's inspection and



approval upon arrival or completion. If rejected, goods will be held for disposal at the bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the bidder from full responsibility for furnishing goods or services conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School Board may have because of the use of defective or unsatisfactory goods or service. All deficiencies noted by the School Board will be submitted to the Contractor for correction within 10 calendar days after submission of deficiencies to the Contractor. An additional inspection of the goods or service may be conducted to insure corrective action was taken.

**10. STOP WORK ORDER:** The School Board may at any time, by written notice to the Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.

- A. Materials or work are not in conformance with applicable codes, standards, School Board specifications or accepted practices.
- B. The Contractor's activities result in damage to School board property.
- C. The Contractor's activities interfere with the normal operation of the facility.
- D. Contractor's personnel are not properly licensed to perform the work or as it pertains to school facilities, the Contractor's personnel have not received their Level II background clearances.
- E. Any other condition, situation, or circumstance, which in the opinion of the School Board Authorized Representative would be a detriment to the best interests of the School Board if allowed to persist.

**11. SAFETY:** The Bidder shall be responsible for instructing their employees in all safety measures. All equipment used by the Bidder shall be free from defects or wear that may in any way constitute a hazard to any person or persons on School Board property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:

- A. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
- B. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
- C. The Bidder shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
- D. All incidents on campus involving School Board property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
- E. All debris shall be removed to an environmentally approved landfill or recycling center.

**12. EMERGENCIES:** In any emergency affecting the safety of persons and property, the awarded contractor shall act immediately to prevent threatened damage, injury or loss. Any emergency must be reported to an authorized School Board representative immediately and no later than twenty-four (24) hours from the time that the emergency is discovered by the contractor

**13. DAMAGE TO SCHOOL BOARD-OWNED PROPERTY:** Any damage to property, equipment, grounds, buildings, etc. that is caused by the

awarded Contractor will be reported to the School Board within 24 hours of discovery. The awarded Contractor will have 10 business days after report to present its written response to the claimed damages. The awarded Contractor, upon approval by an authorized School Board representative, may make repairs that are deemed within its capability. The School Board reserves the right to make immediate repairs to correct damages that are safety hazards or that pose a detrimental effect to the School Board's operations. Costs of any replacement or repairs made by the School Board for damages caused by the awarded contractor shall be deducted from any monies due to the Contractor. This shall not prevent the School Board from seeking damages should replacement/repair costs exceed the amount of monies owed to the awarded Contractor. When requested, Bidder shall cooperate with any ongoing School Board investigation involving personal injury, economic loss or damage to the School Board's facilities or personal property therein.

**14. SUBCONTRACTING:** The awarded Contractor(s) shall be the primary service provider(s) and shall perform all requested inspections and repairs. Subcontracting for these base services is not allowed.

- A. The School Board, for work where the Contractor(s) are requested to perform additional services, may allow subcontracting.
- B. Any work or service to be performed by a subcontractor must have the prior approval of the School Board. The School Board reserves the right to reject any subcontractor. Rejection of any subcontractor shall not entitle the Contractor to an adjustment of Bid prices. The Contractor shall inform the School Board Authorized Representative prior to scheduling any subcontractor's visit to any School Board facility.
- C. Failure by the Contractor to have a subcontractor approved by the School Board will not relieve the Contractor of the responsibility to meet, comply with, and fulfill all of the terms and conditions of this Contract.
- D. The Contractor(s) shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. The School Board shall not be responsible for resolution of disputes between the Bidder and any subcontractor.
- E. The personnel of all subcontractors shall meet all of the requirements as stated herein to include, but not limited to LCSB Policy 2.021 and the Jessica Lunsford Act.

#### **15. ON-CAMPUS DIRECTIVES**

- A. Upon arrival and departure onto any School Board school campus, the Contractor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- B. Contractor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of School Board property without School Board's expressed prior written consent.
- C. All employees shall enter and leave School Board facilities only through the ingress and egress points designated, from time to time, by The School Board.
- D. The Contractor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the contractor.
- E. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract to be removed or altered, shall be protected by Contractor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Contractor to condition at least equal to that existing at the time of Contractor's commencement of any project.

F. Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.

**16. BIDDER ACCESSIBILITY:** The successful Bidder shall provide a liable and responsible representative to be accessible by a Leon County toll free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for bidder notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays.

**THIS DOCUMENT IS CONTINUED ON THE NEXT PAGE**

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## V. INSTRUCTIONS TO BIDDERS AND SCOPE OF WORK:

A. **INTENT:** The purpose of this ITB is to identify qualified vendors and establish a contract for Killearn Lakes Elementary School Basketball Court Reconstruction, as specified herein.

Interested firms must hold a Certificate of Prequalification from the Leon County School Board Construction & Facilities Department. Certificates will be valid for one year from the date of School Board approval and must be renewed annually. Instructions are available at: <http://www.leonschools.net/Page/4815>.

B. **SCHEDULE:** The Contract resulting from this Bid shall be in effect on or about April 13, 2022 after Board approval with the work to begin upon Notice to Proceed and complete on or before July 1, 2022.

### C. **MINIMUM QUALIFICATIONS:**

1. The Bidder must provide proof of having been in business for three (3) years providing services of the same or similar nature and completed projects of like scope and size contemplated by this ITB.
2. Qualifications: Provide qualified tradesmen that are skilled services of the same or similar nature and completed projects of like scope and size contemplated by this ITB.

D. **PRE-BID MEETING:** A Pre-Bid Conference and Site Visit will be held on **Tuesday, March 8, 2022 at 10:00a.m.**, at Killearn Lakes Elementary School, 8037 Deerlake Drive, Tallahassee, Florida 32312. Each Bidder shall have a maximum of two (2) representatives. They are to meet at the site in the front office and document attendance on the conference "sign-in" sheet. Attendees and District Representatives will inspect the site. Questions will be answered at that time. Proposals will be accepted and evaluated only from those Vendors that have signed in and are present at the walk-thru of both sites. Failure to attend will be cause for disqualification.

### E. **PRICING**

1. Break Out Pricing as follows:
  - A. **Base Bid:** Lump sum pricing for NOVA's report dated 2/9/22 "Site Preparation and Pavement Section Recommendation"
  - B. **Alternate #1:** Lump sum pricing for NOVA's report dated 2/9/22 "Alternate Site Preparation and Pavement Sections Recommendation"
  - C. **Alternate #2:** cubic yard price (measured in-place) for undercutting and backfilling of additional unsuitable soils. Price includes providing new and hauling off unsuitable.

### F. **SCOPE OF WORK:**

1. The Bidder's price shall include all goods and services necessary to reconstruct the Killearn Lakes Basketball Court.
2. The Bidder's work shall meet all requirements specified in Section V. and Exhibit K Construction Documents of this ITB.
  - A. KSO.1 Structural Specifications and Details - Detail B for Block Out – NOT USED
  - B. KSO.1 Structural Specifications and Details – **Site Work** Note #1
    - i. Break Out Pricing as follows:
    - ii. **Base Bid:** Lump sum pricing for NOVA's report dated 2/9/22 "Site Preparation and Pavement Section Recommendation"
    - iii. **Alternate #1:** Lump sum pricing for NOVA's report dated 2/9/22 "Alternate Site Preparation and Pavement Sections Recommendation"
    - iv. **Alternate #2:** cubic yard price (measured in-place) for undercutting and backfilling of additional unsuitable soils. Price includes providing new and hauling off unsuitable.
  - C. KSO.1 Structural Specifications and Details – **Site Work** Note #4 – LCSB to retain Nova Engineering as Testing Lab
  - D. KSO.1 Structural Specifications and Details – **Cast in Place Concrete** – Note #30 – LCSB to retain Nova Engineering as Testing Lab

E. KS2.0 Striping Plan– Court Striping by others – NOT IN BID

F. DEMO OF EXISTING COURT BY OTHERS – Contractor responsible for KS1.0 Slab-On-Grade Plan Note #1 and K2.0, Striping Plan, Note # 3 Prior to Demo (to be coordinated with LCSB).

3. The Contractor shall ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that results from their operations. All rubbish, scrap, etc. shall be removed from the premises. Upon completion of their work, the Contractor shall remove all work materials, tools, equipment, and surplus materials (including replaced hardware) from the work site and leave in ready-to-use condition. The District is not responsible for the loss of tools or supplies.

G. **PROPERTY DAMAGE:** The Contractor will be responsible to repair or replace, to the District’s satisfaction, any damage caused in pursuit of the work specified herein. Such repairs will be at the sole expense of the awarded Contractor.

H **BIDDER RESPONSIBILITIES:** Each Bidder is required to carefully examine the ITB delivery schedule, Bid prices and extensions, insurance requirements, licensing requirements, Bid opening date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the Bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the ITB.

I. **LABOR AND MATERIAL:** The Contractor shall include in their cost all labor, materials, equipment, tools, transportation and other facilities and services required for the proper execution and completion of the work as specified herein.

J. **QUALITY:** All materials used must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply.

K. **CONTACT PERSON:** The successful Vendor shall be notified of the name and phone number of the District Contact person. Only the District Contact person may authorize changes to the scope of work.

L. **PERMITS:** Contractor shall apply for and obtain any and all such permits and regulatory approvals as may be required by the Board or any other governmental or administrative agency, in order to legally complete the work required hereunder, and by signing and returning their Bid, Contractor acknowledges that the cost thereof has been included in the base price.

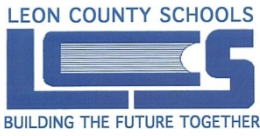
M. **SAFETY:** Contractor and its employees must comply with the Board’s safety policies. Contractor is responsible to adhere to all OSHA Job Safety Requirements include the use of all PPE (personal protective equipment) for staff.

N. **PERFORMANCE AND PAYMENT BONDS:** The Performance and Payment Bonds shall be secured from any agency of a surety or insurance company, which agency shall have an established place of business in the State of Florida and be duly licensed to conduct business there. It is to be furnished as prescribed in Section 255.05 and 1013.47, Florida Statutes. In the event the Contract is awarded to the Bidder, Bidder shall, within eight (8) Owner business days after the award by the Owner of the Contract, furnish the required Performance and Payment Bonds.

**All questions pertaining to these general specifications should be submitted in writing to:**

**Debbie Bates, Facilities/Construction Analyst**  
**3420 West Tharpe Street, Suite 100, Tallahassee, Florida, 32304**  
**850-617-5977 / [batesd@leonschools.net](mailto:batesd@leonschools.net)**

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## Bid Proposal Form

### Bid No. 5688-2022 Killlearn Lakes Elementary School Basketball Court Reconstruction

#### Vendor Acknowledgment and Approval

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature is required to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the School Board of Leon County for the purposes as proposed and as described herein. Please print and sign below where required.

Authorized Representative's Name/Title	Authorized Representative's Signature	Date	
Company's Name	Telephone Number	FAX Number	
Address	City	State	Zip Code
Area Representative	Telephone Number	FAX Number	

DESCRIPTION	BASE BID
Killlearn Lakes Elementary School Basketball Court Reconstruction Based on NOVA report February 9, 2022 Site Preparation and Pavement Section Recommendation and drawings by Pennoni Associates, Inc.	\$

DESCRIPTION	LUMP SUM BID
Alternate # 1 Based on NOVA report February 9, 2022 Alternate Site Preparation and Pavement Section Recommendation and drawings by Pennoni Associates, Inc.	\$

DESCRIPTION	LUMP SUM BID
Alternate # 2 Cubic yard price for undercutting and backfilling of additional unsuitable soils. Price includes providing new soil and hauling off unsuitable soil.	\$

**ADDENDA ACKNOWLEDGMENT:** The undersigned also acknowledges the receipt of the following Addenda:

**ADDENDUM NO.** \_\_\_\_\_ **DATED** \_\_\_\_\_ **ADDENDUM NO.** \_\_\_\_\_ **DATED** \_\_\_\_\_  
**ADDENDUM NO.** \_\_\_\_\_ **DATED** \_\_\_\_\_ **ADDENDUM NO.** \_\_\_\_\_ **DATED** \_\_\_\_\_



**EXHIBIT A  
CONFLICT OF INTEREST CERTIFICATE**

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

**SECTION I**

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

_____	_____
<i>Signature</i>	<i>Company Name</i>
_____	_____
<i>Name of Official (Type or print)</i>	<i>Business Address</i>
	_____
	<i>City, State, Zip Code</i>

**SECTION II**

I hereby certify that the following named Leon County School Board official(s) and employee(s) having material financial interest(s) (in excess of 5 %) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 315 South Calhoun Street, Tallahassee, Leon County, FL prior to bid opening.

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____

_____	_____
<i>Signature</i>	<i>Company Name</i>
_____	_____
<i>Name of Official (Type or print)</i>	<i>Business Address</i>
	_____
	<i>City, State, Zip Code</i>





**EXHIBIT B**  
**APPLICATION FOR VENDOR STATUS**  
 (IRS W-9 Facsimile & ACH Direct Payment)

2757 West Pensacola Street – Tallahassee, FL 32304-2998  
 FAX TO: (850) 487-7869 or EMAIL TO: [MathisR@leonschools.net](mailto:MathisR@leonschools.net)

COMPANY NAME: \_\_\_\_\_  New Vendor  Update  
 CONTACT PERSON: \_\_\_\_\_ LCSB Employee:  YES  NO  
 PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
 CORRESPONDENCE ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP + 4: \_\_\_\_\_

**REMITTANCE INFORMATION**  
*(if different from above)*

CONTACT PERSON: \_\_\_\_\_  
 REMITTANCE ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP + 4: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

**PLEASE CHECK THE APPROPRIATE BOX:**

PLEASE CHECK THE APPROPRIATE BOX:  Individual/ Sole Proprietor  S Corporation  C Corporation  Partnership  
 Other \_\_\_\_\_  LLC – Type (Check one)  C  S  P

TAX ID NUMBER: \_\_\_\_\_ or \_\_\_\_\_  
 Federal Employer Identification Number Social Security Number

*Section 6109 of the Internal Revenue Service Code requires you to provide your correct TIN to persons, businesses, or agencies that are required to file information returns with the IRS. Purchase orders will not be issued to vendors who fail to provide a TIN.*

**PLEASE INDICATE THE FOLLOWING:**

**\*Minority Vendor?**  Yes  No *\*If yes, certification is required – (Please submit with form)*  
**Race:**  Caucasian  Hispanic  African American  
 American Indian  Asian  Other: \_\_\_\_\_  
**Gender:**  Male  Female

\_\_\_\_\_  
*Signature* *Print Name* *Date*

LCSB site contact requesting vendor: \_\_\_\_\_  
*Name* *Phone & Email*

**For LCSB Employee Use Only**

Entered by: \_\_\_\_\_ Date entered: \_\_\_\_\_



**EXHIBIT B**  
**APPLICATION FOR VENDOR STATUS**  
 (IRS W-9 Facsimile & ACH Direct Payment)

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b>	<b>Give Form to the          requester. Do not          send to the IRS.</b>
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Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
	2 Business name/disregarded entity name, if different from above
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see Instructions) ▶ _____
	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)
	6 City, state, and ZIP code
	7 List account number(s) here (optional)

Requestor's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**EXHIBIT B**  
**APPLICATION FOR VENDOR STATUS**  
 (IRS W-9 Facsimile & ACH Direct Payment)

**Leon County Schools Authorization for ACH Direct Payment**

Finance Department  
 2757 West Pensacola Street, Tallahassee, Florida 32304

Payee/Vendor Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Contact E-mail: \_\_\_\_\_

*Complete this section for new enrollments or for financial institution or account changes.*

Select One:  New Enrollment       Financial Institution or Account Change

Bank Name \_\_\_\_\_  
 Branch (if applicable) \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

Transit/Routing Number _____ Bank Account Number _____ Account Type (check one) ____ Checking <b>OR</b> ____ Savings <b>OR</b> ____ Personal <b>OR</b> ____ Business  <i>I, the undersigned, authorize Leon County Schools to deposit payments directly to the account indicated above and to correct any errors which may occur from the transactions. I also authorize the financial institution named above to post these transactions to that account. This authorization will remain in force until Leon County Schools receives written notice of cancellation from me. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.</i>
---

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

<b>Complete this section to CANCEL your ACH electronic deposit authorization.</b>	
<i>I, the undersigned, hereby cancel the authorization for the Leon County Schools Finance to originate ACH electronic deposit entries into my checking/savings account. This cancellation is effective as soon as Leon County Schools Finance has reasonable time to act upon it.</i>	
Signature _____	Date _____
Name (printed) _____	Title _____

Mail the completed form to the address above or email to [marschkak@leonschools.net](mailto:marschkak@leonschools.net)

For LCS use only  
 Vendor Name \_\_\_\_\_ Date Received \_\_\_\_\_



EXHIBIT C
E-Verify Affidavit

- A. As of January 1, 2021, pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system...
B. Subcontractors:
1. As of January 1, 2021, Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system...
2. Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien...
3. Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion...
D. It is the responsibility of the vendor/contractor to insure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http://www.uscis.gov/e-verify) and follow the instructions. The employer must retain the I-9 Forms for inspection. By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

Signature of Affiant Printed Name Date

\_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ by \_\_\_\_\_

who is personally known to me [ ] or has produced identification [ ]. Type of identification produced: \_\_\_\_\_

Notary Signature

Commission Expires

SEAL

Notary Printed Name



**EXHIBIT D  
VENDOR QUESTIONNAIRE**

**Bid No. 5688-2022 Killlearn Lakes Elementary School Basketball Court  
Reconstruction**

Please provide written responses to the following questions. If the answer to any of the questions is `Yes`, Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Has Vendor been declared in default of any contract?

Yes  No

2. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?

Yes  No

3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under?

Yes  No

4. Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

Yes  No

5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

Yes  No

6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?

Yes  No

7. Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.

Yes  No

8. Within the next year, does Vendor plan any divestments? If so, explain by attachment.

Yes  No



## EXHIBIT E DRUG FREE WORKPLACE

Preference shall be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

**IDENTICAL TIE BIDS** – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors have a drug-free workplace program.

A business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee s will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occur ring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR’S SIGNATURE: \_\_\_\_\_





**EXHIBIT F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -LOWER TIER COVERED TRANSACTIONS**

***(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING PAGE)***

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name	PR/Award Number or Project Name
Name(s) of Authorized Representative(s)	Title(s) of Authorized Representative(s)
Signature(s)	Date

## INSTRUCTIONS FOR CERTIFICATION OF DEBARMENT

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**EXHIBIT G**  
**SWORN STATEMENT – NEW CONTRACTS**  
**SWORN STATEMENT PURSUANT TO SECTION 1012.465,**  
**FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT**

*THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF  
 A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.*

1. This sworn statement is submitted to The School Board of Leon County, Florida (*hereinafter "Board" or "School Board"*) by \_\_\_\_\_  
*(Print individual's name and title)*

for \_\_\_\_\_  
*(Print name of entity submitting sworn statement)*

whose business address is \_\_\_\_\_  
 \_\_\_\_\_

and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
*If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.*

2. I, \_\_\_\_\_ am duly authorized to make this sworn statement  
*(Print individual's name and title)*

on behalf of: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
*(Print name of entity submitting sworn statement)*

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (*hereinafter "The Act" or "Act"*) was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or **"contractual personnel"** by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines **"contractual personnel"** to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a \_\_\_\_\_ (*e.g. a charter bus company*)  
*(Type of entity)*  
 all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet Level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.

7. I understand that "level 2 screening requirements" as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

8. I understand that the School Board has implemented Board Policy 2.021 to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes. I understand that my company must comply with these local procedures as they are developed or amended from time to time.

- 9. I understand that any costs and fees associated with the required background screening will be borne by my company.
- 10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), **shall not be permitted** to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
- 11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.
- 12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF LEON COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, AND 435.04, FLORIDA STATUTES.

\_\_\_\_\_  
(Signature)

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_

who is personally known to me  or has produced identification . Type of identification produced: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Commission Expires

SEAL

\_\_\_\_\_  
Notary Printed Name



EXHIBIT H
AFFIDAVIT FOR CLAIMING LOCAL PURCHASING PREFERENCE

Bid No. 5688-2022 Killearn Lakes Elementary School Basketball Court Reconstruction

Proposer/Bidder/Quoter/Supplier affirms that it is a local or adjacent county business as defined by Policy #6450 of Leon County Schools and the regulations thereto.

A Leon/adjacent county vendor is a private independent vendor that has been licensed for at least six (6) months preceding the bid or proposal opening, as required by local, State, and Federal law to provide the goods, services, or construction to be purchased.

Please complete the following in support of the self-certification:

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone

Fax

Email

County: \_\_\_\_\_ Length of time at this location: \_\_\_\_\_ # of employees at this location \_\_\_\_\_

Is your business certified as a small business through Leon County Schools? \_\_\_\_\_

Signature of Authorized Representative

Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ by \_\_\_\_\_

who is personally known to me [ ] or has produced identification [ ]. Type of identification produced: \_\_\_\_\_

Notary Signature

Commission Expires

SEAL

Notary Printed Name



## EXHIBIT I INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid No. 5688-2022 Killearn Lakes Elementary School Basketball Court Reconstruction.**

Each party agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence to the extent allowable pursuant to **Section 768.28, Florida Statutes.** Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board. Nothing herein shall be construed as consent by the School Board to be sued by third parties in any matter arising out of any contract. Bidder shall hold harmless and defend the School Board and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the School Board by an employee of the named Bidder, any Subcontractor, or anyone directly or indirectly employed by any of them. The bidder's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the bidder's limit of, or lack of, sufficient insurance protection.

### INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage's may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage's and limits shall meet, at a minimum, the following requirements:

1. **Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
2. **Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
3. **Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.**
4. **The School Board of Leon County, Florida" must be listed as additional insured on all liability coverage's except Workers' Compensation.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor. All insurance policies shall be issued by companies with either of the following qualifications:

1. The company must be:
  - a. authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or
  - b. an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company. **Or,**
2. With respect only to the Workers' Compensation insurance, the company must be:
  - a. authorized as a group self-insurer pursuant to Florida Statutes or
  - b. authorized as a commercial self-insurance fund pursuant to Florida Statutes

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of thirty (30) calendar days in advance of such expiration. Unless otherwise notified, the certificate of insurance *must be delivered* to the following address: Leon County School Board Purchasing Department / Attn: June Kail, Director of Purchasing /3397 W. Tharpe St. / Tallahassee, Florida 32303

***The name and address of the Leon County School Board, as shown directly below, must be listed as Certificate Holder on the Certificate of Insurance as well as clearly noted as "Additional Insured".***

**Leon County School Board  
2757 W. Pensacola St.  
Tallahassee, FL 32304**

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract.  
Any questions and/or inquiries should be directed to Tod Stupski at (850) 561-8359.





## EXHIBIT J MANDATORY RESPONSIVENESS CHECKLIST

- Dispute Contact Information
- Bid Proposal
- Name on Pre-Bid Conference Sign-In Sheet
- Documentation of Business Experience
  - The Bidder must provide proof of having been in business for three (3) years providing services of the same or similar nature and completed projects of like scope and size contemplated by this ITB.
- Qualifications:
  - Provide qualified tradesmen that are skilled services of the same or similar nature and completed projects of like scope and size contemplated by this ITB.

EXHIBIT K  
CONSTRUCTION DOCUMENTS

**BASKETBALL COURT RECONSTRUCTION  
KILLEARN LAKES ELEMENTARY SCHOOL  
8037 DEER LAKE DRIVE EAST, TALLAHASSEE, FL 32312**

William B  
Rosenbaum

Digitally signed by  
William B Rosenbaum  
Date: 2022.02.09  
09:47:19 -05'00'



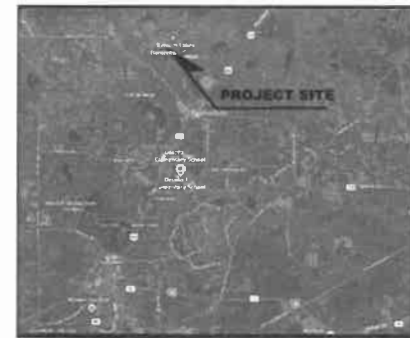
1705 SOUTH GADSDEN STREET, SUITE 100  
Tallahassee, FL 32301  
(850) 671-7230  
Florida Coo 7819  
W. Brick Rosenbaum, P.E.  
Florida P.E. 31501  
Pennoni Project No. LCSBT21002



This area has been digitally signed and sealed by W. Brick Rosenbaum PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

LEON COUNTY SCHOOLS

3420 WEST THARPE STREET, SUITE 100  
TALLAHASSEE, FLORIDA 32303



VICINITY MAP

**Pennoni Associates, Inc.**  
1705 SOUTH GADSDEN STREET, SUITE 100  
TALLAHASSEE, FL 32301  
PHONE: 850-671-7230

**INDEX TO DRAWINGS**

- KX0.1 TITLE SHEET**
- KS0.1 STRUCTURAL SPECIFICATIONS AND DETAILS**
- KS1.0 SLAB-ON-GRADE PLAN**
- KS2.0 STRIPING PLAN**

BASKETBALL COURT RECONSTRUCTION  
KILLEARN LAKES ELEMENTARY SCHOOL  
8037 DEER LAKE DRIVE EAST, TALLAHASSEE, FL 32312  
LEON COUNTY SCHOOLS  
3420 West Third Street, Tallahassee, Florida 32303

NO.	DATE	REVISIONS	BY

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PROJECT: LCSBT21002  
DRAWN BY: CLE DATE: Feb 08, 2022 APPROVED BY: Rosenbau  
BUILDING: FLOOR: AREA: #11

COVER SHEET

**KX0.1**  
SCALE: AS NOTED SHEET: OF REV: ###



# EXHIBIT K CONSTRUCTION DOCUMENTS

William B  
Rosenbaum

Digitally signed by William  
B Rosenbaum  
Date: 2022.02.09 09:50:00  
-05'00'

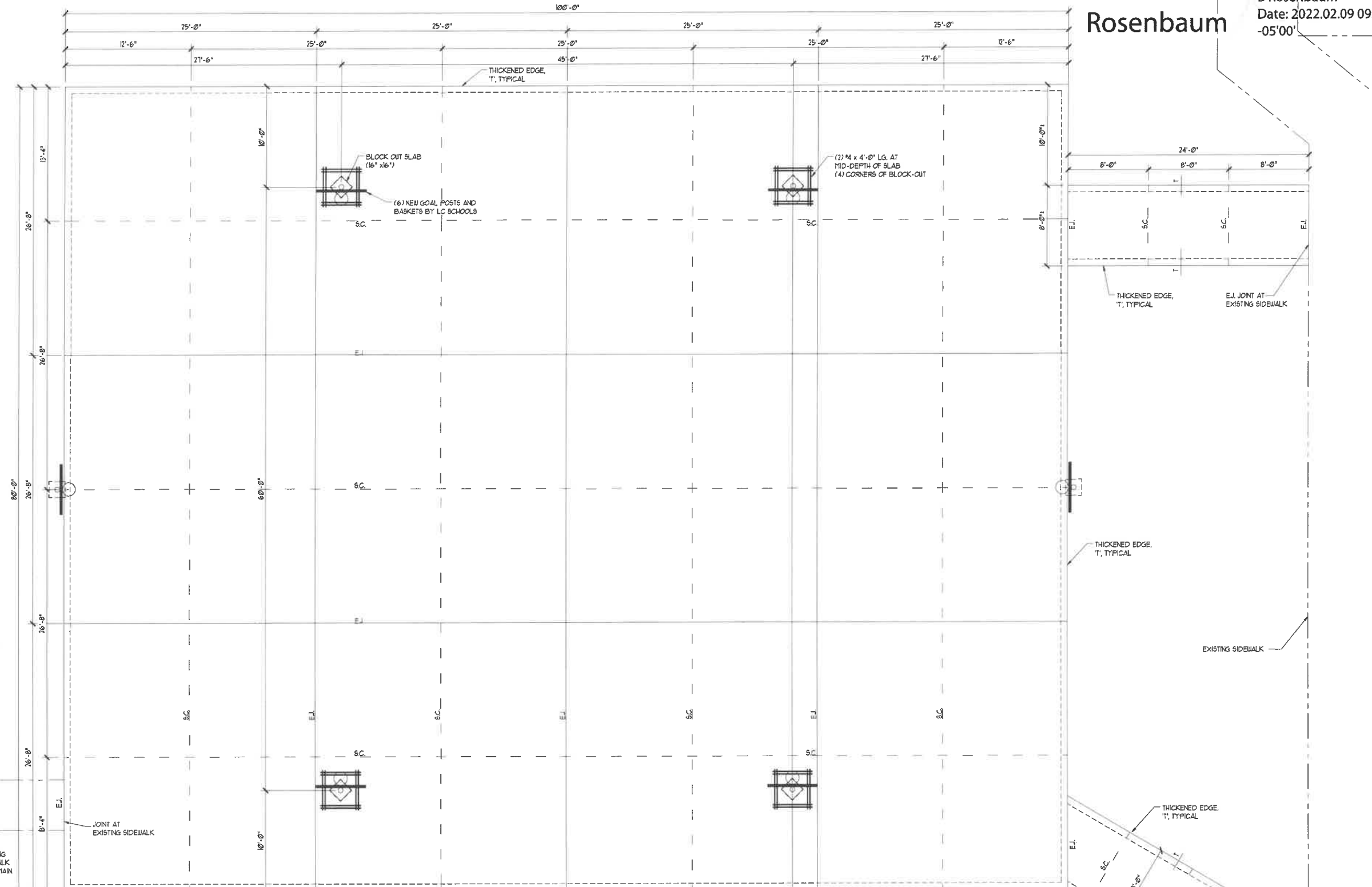


1705 SOUTH GARDEN STREET, SUITE 1000  
TALLAHASSEE, FL 32301  
(850) 671-7230  
Florida C.O. 7819  
W. Erick Rosenbaum, P.E.  
Florida P.E. 31301  
Pennoni Project No. LC3BT1002



This item has been digitally  
signed and sealed by W. Erick  
Rosenbaum P.E. on the date  
subject to the seal. Printed  
copies of this document are not  
considered signed and sealed and  
the signature shall be verified on  
any electronic copies.

**BASKETBALL COURT RECONSTRUCTION  
KILLEARN LAKES ELEMENTARY SCHOOL  
8037 DEER LAKE DRIVE EAST, TALLAHASSEE, FL 32312  
LEON COUNTY SCHOOLS  
3420 West Third Street, Tallahassee, Florida 32303**



- NOTES FOR SLAB-ON-GRADE PLANS: (UNLESS INDICATED OTHERWISE):**
- NO TOPOGRAPHIC SURVEY HAS BEEN PREPARED FOR THIS PROJECT. THE OWNER'S INTENT IS TO CONSTRUCT THE NEW SLABS-ON-GRADE TO MATCH THE EXISTING LAYOUT SIZE, LOCATION AND GRADES OF THE SLABS. OBTAIN A MINIMUM OF ONE ELEVATION (RECORDED INSTRUMENT SHOT) ALONG ALL EDGES OF THE SLAB AT NO MORE THAN 15' ON CENTER (INCLUDING ALL CORNERS) AND ALONG DIAGONAL LINES FROM THE CORNERS AT NO MORE THAN 15' ON CENTER AT THE COURT SLABS. SET A TEMPORARY BENCHMARK PRIOR TO BEGINNING THE WORK.
  - SET THE TOP OF SIDE FORM ELEVATIONS ALONG THE EDGES OF THE SLAB, AND TEMPORARY GRADE STAKES IN THE INTERIOR OF THE SLAB TO RECREATE THE GRADE AND DRAINAGE PATTERN OF THE EXISTING SLABS.
  - ADJUST GRADES TO ELIMINATE ANY EXCESSIVE LOW OR HIGH SPOTS IN THE GRADE.
  - TYPICAL SLAB-ON-GRADE CONSTRUCTION SHALL BE 4" THICK CONCRETE REINFORCED WITH 6/6-W1.4xW1.4 WELDED WIRE FABRIC AS SPECIFIED. CONCRETE SHALL BE 4,000 PSI COMPRESSIVE STRENGTH @28 DAYS.
  - BASKETBALL GOAL POSTS AND ACCESSORIES SHALL BE PROVIDED AND INSTALLED BY L.C. SCHOOLS.
  - ANY EXISTING ON-SITE FEATURES INCLUDING EXISTING IMPROVEMENTS, PAVEMENTS, GROUND AND GRASSED SURFACES DAMAGED, RUTTED OR OTHERWISE DISTURBED BY THE CONTRACTOR OR HIS EQUIPMENT, WORKERS OR SUBCONTRACTORS SHALL BE REPAIRED TO MATCH THE ORIGINAL CONDITION (INCLUDING RE-SODDING EXISTING GRASSED SURFACES).

**SLAB-ON-GRADE PLAN**  
SCALE: 1/4" = 1'-0"

NO.	DATE	REVISIONS	BY

PROJECT: LC3BT1002  
DRAWN BY: CLE  
DATE: Feb 08, 2022  
APPROVED: Rosenbaum  
BUILDING: FLOOR: AREA:  
SLAB-ON-GRADE PLAN  
**KS1.0**  
SCALE: AS NOTED SHEET OF REV: ###

# EXHIBIT K CONSTRUCTION DOCUMENTS

William B  
Rosenbaum

Digitally signed by William  
B Rosenbaum  
Date: 2022.02.09 09:51:03  
-05'00'

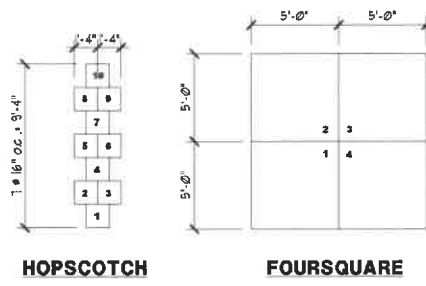
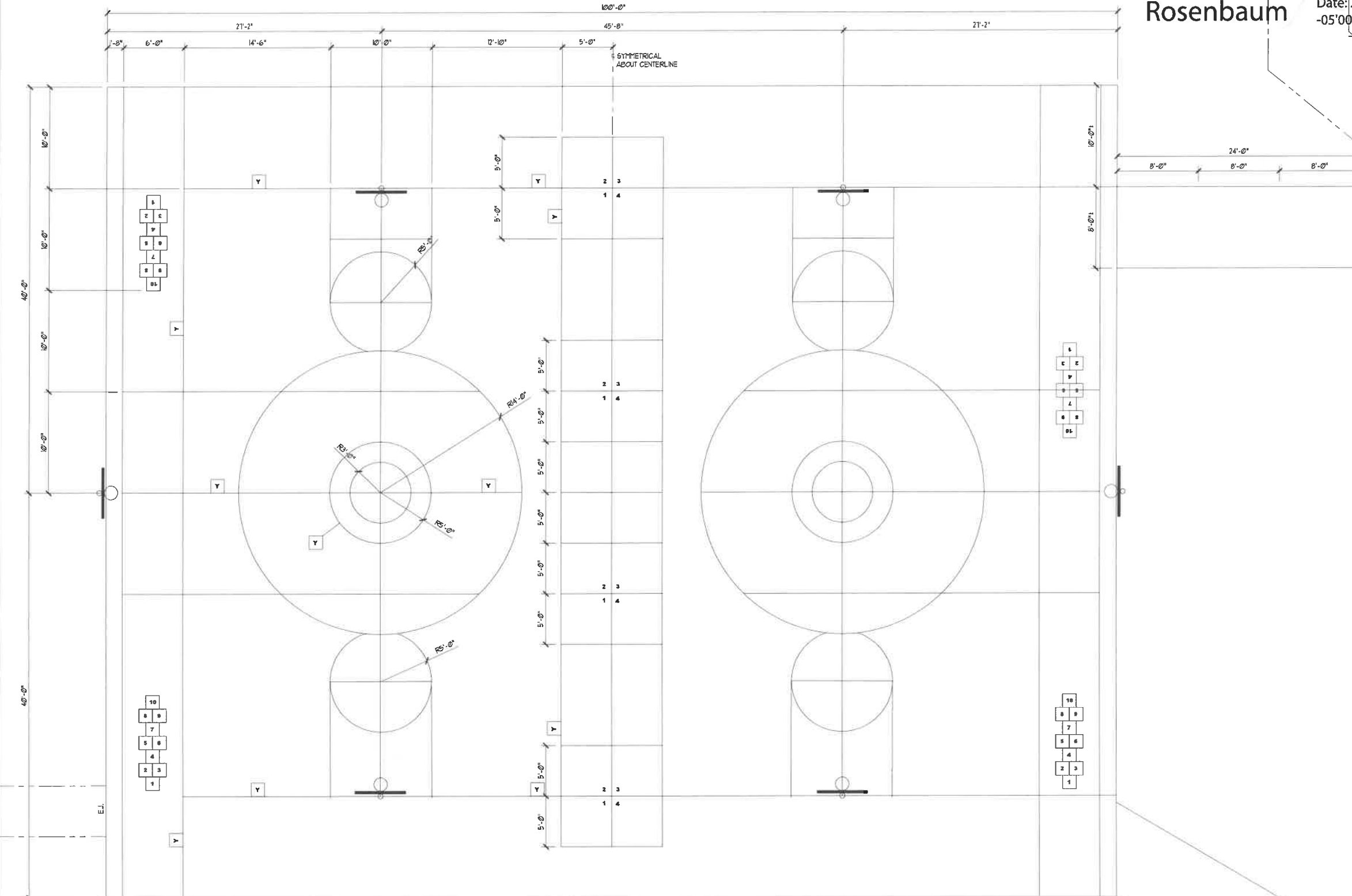


1705 SOUTH GARDEN STREET, SUITE 100  
TALLAHASSEE, FL. 32301  
(850) 671-7230  
Florida C-02 7819  
W. Erick Rosenbaum, P.E.  
Florida P.E. 31301  
Pennoni Project No. LC53121002



This item has been digitally  
signed and sealed by W. Erick  
Rosenbaum P.E. on the date  
adjacent to the seal. Printed  
copies of this document are not  
considered signed and sealed and  
the signature shall be verified on  
any electronic copies.

BASKETBALL COURT RECONSTRUCTION  
KILLEARN LAKES ELEMENTARY SCHOOL  
8037 DEER LAKE DRIVE EAST, TALLAHASSEE, FL 32312  
LEON COUNTY SCHOOLS  
3420 West Third Street, Tallahassee, Florida 32303



**STRIPING NOTES:**  
1. ALL STRIPES SHALL BE 2" WIDE, SOLID.  
2. STRIPES SHALL BE WHITE (W) EXCEPT WHERE NOTED OTHERWISE. COLORS SHALL BE SELECTED BY THE OWNER FROM THE PAINT MFR'S COLOR CHART. CONFIRM EXISTING COLORS ON THE STRIPING PLANS PRIOR TO DEMOLITION OF SLAB.  
3. COLOR SYMBOL LEGEND:  
(W) DENOTES WHITE COLOR  
(B) DENOTES BLUE COLOR  
(Y) DENOTES YELLOW COLOR  
(R) DENOTES RED COLOR

## COURT STRIPING PLAN

SCALE : 1/4" = 1'-0"



**PAINTING NOTES:**  
1. PREPARATION  
A. INSTALL SLAB ON GRADE ON POLYETHYLENE VAPOR RETARDER AS SPECIFIED IN SECTION "CAST-IN-PLACE CONCRETE".  
A. FINISH CONCRETE SURFACE WITH A LIGHT TO MEDIUM BROOM FINISH AS RECOMMENDED BY THE PAINT MANUFACTURER.  
C. CURE SURFACE AS RECOMMENDED BY THE PAINT MANUFACTURER FOR A MINIMUM PERIOD OF 30 DAYS AFTER PLACING CONCRETE.  
D. PREPARE CONCRETE SURFACE FOR PAINT APPLICATION AS RECOMMENDED BY MANUFACTURER.  
2. PRODUCT  
A. MANUFACTURER / SUPPLIER: NOVA SPORTS USA  
B. PAINTING SYSTEM: NOVAPLAY SYSTEM OR EQUIVALENT TO BE SELECTED BY THE OWNER.

NO.	DATE	NO.	REVISIONS	BY

PROJECT: LC53121002  
DRAWN BY: [Name] DATE: Feb 08, 2022 APPROVED: [Signature]  
BUILDING: FLOOR AREA  
COURT STRIPING PLAN  
**KS2.0**  
SCALE: AS NOTED SHEET OF REV: ###



February 9, 2022

Ms. Alison Garber, Project Coordinator  
LEON COUNTY SCHOOLS  
3420 West Tharpe Street, Suite 100  
Tallahassee, Florida 32303

**Subject:** Geotechnical Engineering Report  
**KILLEARN LAKES ELEMENTARY SCHOOL – BASKETBALL COURT REPAIR**  
Tallahassee, Leon County, Florida  
NOVA Project Number 10117-2021007

Dear Ms. Garber:

**NOVA Engineering and Environmental LLC (NOVA)** has completed the authorized Geotechnical Engineering Report for the planned repairs to the basketball court at Killearn Lakes Elementary School located at 8037 Deerlake Drive East in Tallahassee, Leon County, Florida. The primary objectives of this study were to provide a geotechnical exploration of the near surface soils within the footprint of the existing basketball court, and to provide applicable site preparation and concrete pavement section recommendations for the new court after the existing court has been demolished.

The authorized geotechnical engineering services included performing four (4) concrete cores with underlying 6-foot deep auger borings, with Dynamic Cone Penetrometer (DCP) testing also being performed in each borehole at the bottom-of-concrete elevation and at roughly 1 foot and 2 feet below this elevation. The borings were backfilled upon completion with the soil cuttings from the drilling process and were capped with Quikrete.

### **SUBSURFACE CONDITIONS**

The Boring Location Plan and Test Boring Records are provided in the attached Appendix. Beneath approximately 4 to 5 inches of concrete, the auger borings (designated DCP-1 through DCP-4 in the attached Appendix) generally encountered medium dense fine-grained clayey sands (USCS classification of SC) to the maximum depth explored of approximately 6 feet below existing grade. As an exception, approximately 7 to 8 inches of stiff high-plasticity (“fat”) clay (CH) was also encountered just below the concrete pavement in borings DCP-1 and DCP-2.

Groundwater was not encountered in the 6-foot deep test borings at the time of our field exploration, which occurred during a period of relatively normal seasonal rainfall.

### **SITE PREPARATION AND PAVEMENT SECTION RECOMMENDATIONS**

The test borings encountered clayey (SC, CH) materials immediately beneath the existing concrete slab that are not recommended to be present within 18 inches of the bottom-of-concrete elevation for the new concrete basketball court, as a free-draining subgrade with a suitable discharge point for laterally



flowing stormwater to flow out from beneath the footprint of the basketball court should instead be present to this depth. This higher permeability stratum is recommended both to allow for laterally flowing water to flow out from beneath the concrete section as it flows into the more permeable soil stratum, and to prevent water ponding on (and eventually infiltrating through control joints) or adjacent to the perimeter of the basketball court from becoming trapped between the concrete and an underlying clayey subgrade, which over time could eventually cause a localized loss of adequate subgrade support as these clayey soils become oversaturated and begin to pump, which in turn would eventually manifest as pavement distresses (cracking, slab tilting, etc.).

Therefore, for the new rigid (concrete) pavement section, we recommend removing the existing concrete and underlying clayey sand and/or fat clay materials to a sufficient depth to allow for the installation of both the desired 4-inch concrete section and an 18-inch lift of compacted sandy material (SP, SP-SM, as specified below). The subsequent installation of the new basketball court should then progress with the following specifications:

- The soils exposed at the stripped grade elevation should be compacted via non-vibratory methods to a minimum soil density of at least 95 percent of Modified Proctor test maximum dry density (ASTM D-1557).
- At least 18 inches of free-draining (permeability of at least 5 ft/day) subgrade soils must be provided and densified to a minimum soil density of at least 98 percent of the Modified Proctor test method (ASTM D-1557) prior to placement of concrete. The free-draining subgrade must have a suitable exit point where trapped water can be relieved by an underdrain system.
- The surface of the subgrade soils must be smooth, and any disturbances or wheel rutting corrected prior to placement of concrete.
- The subgrade soils must be moistened prior to placement of concrete.
- Concrete pavement thickness should be uniform throughout.

Our recommendation for the thickness of the concrete slab is based on the subgrade soils being densified as recommended above and employment of a design modulus of subgrade reaction (k) equal to 125 pounds per cubic inch. We recommend using the design shown for a concrete (rigid) pavement section presented in the table below.

RECOMMENDED RIGID PAVEMENT SECTION		
Minimum Pavement Thickness	Maximum Control Joint Spacing	Recommended Saw-Cut Depth
4 inches	10 feet x 10 feet	1 inch

We recommend using concrete with a minimum 28-day compressive strength of 4,000 pounds per square inch (psi) and a minimum 28-day flexural strength (modulus of rupture) of at least 600 psi, based on 3<sup>rd</sup> point loading of concrete beam test samples. Layout of the saw cut control joints should form square panels, and the depth of saw cut joint should be ¼ of the concrete slab thickness. The joints should be sawed within six hours of concrete placement or as soon as the concrete has developed sufficient strength to support workers and equipment.

## **ALTERNATE SITE PREPARATION AND PAVEMENT SECTION RECOMMENDATIONS**

We acknowledge that the Leon County School District operates under a tight annual budget, and that the site preparation and pavement section recommendations provided above may prove too cost prohibitive to implement. If Leon County Schools is willing to accept greater risk of pavement distresses developing due to complications developing between a clayey subgrade profile and the overlying concrete pavement section due to the impacts of water infiltrating between the two over time, we have provided below an alternate approach to constructing the new basketball court that should be prepared as a Bid Alternate so that a price comparison can be made.

- The existing concrete pavement section should be demolished and hauled away.
- The exposed subgrade should be graded flat/smooth, and then compacted via non-vibratory methods to a minimum soil density of at least 95 percent of the Modified Proctor maximum density. Yielding areas that cannot pass density can usually be remediated by choking angular stone (No. 57 Stone is typically used for this application) into the yielding area until more firm subgrade conditions have been achieved (to be confirmed via a probe rod) or can be undercut to more firm underlying subgrade soils.
- The concrete pavement section recommended above should then be installed over the prepared native subgrade. The specifications provided above, excepting the bullet-point addressing the recommended clean sand bedding course, should be implemented for this alternative approach as well.
- The pavement section and surrounding ground surfaces should have sufficient slope to shed water away from the concrete slab, so that storm or irrigation water cannot pond on top of it or next to it.
- Expansion and control joints should be sealed to prevent water from infiltrating into the underlying clayey subgrade via full-depth cracks. This is typically accomplished by utilizing an all-weather caulking compound, but we note that this material will harden over time and will need to be periodically cleaned out and re-applied. We recommend that Leon County Schools perform at least an annual, if not more frequent, visual inspection of all sealed cracks, and repair or reinstall that caulking compound as needed.

## **CLOSING COMMENTS**

We recommend allowing NOVA to review and comment on the final concrete pavement design, including section and joint details (type of joints, joint spacing, etc.), prior to the start of construction. For further details on concrete pavement construction, please reference the "Guide to Jointing on Non-Reinforced Concrete Pavements" published by the Florida Concrete and Products Associates, Inc., and "Building Quality Concrete Parking Areas", published by the Portland Cement Association.

We recommend allowing NOVA to review and comment on the final concrete pavement design, including section and joint details (type of joints, joint spacing, etc.), prior to the start of construction. For further details on concrete pavement construction, please reference the "Guide to Jointing on Non-Reinforced Concrete Pavements" published by the Florida Concrete and Products Associates, Inc., and "Building Quality Concrete Parking Areas", published by the Portland Cement Association.

We appreciate your selection of **NOVA** and the opportunity to be of service on this project. If you have any questions, or if we may be of further assistance, please do not hesitate to contact us.

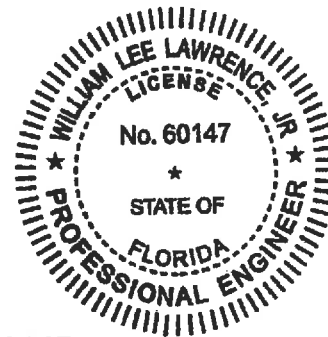
Sincerely,  
NOVA ENGINEERING AND ENVIRONMENTAL, LLC



Seyedsaeid Hosseini, D.Eng.  
Project Engineer

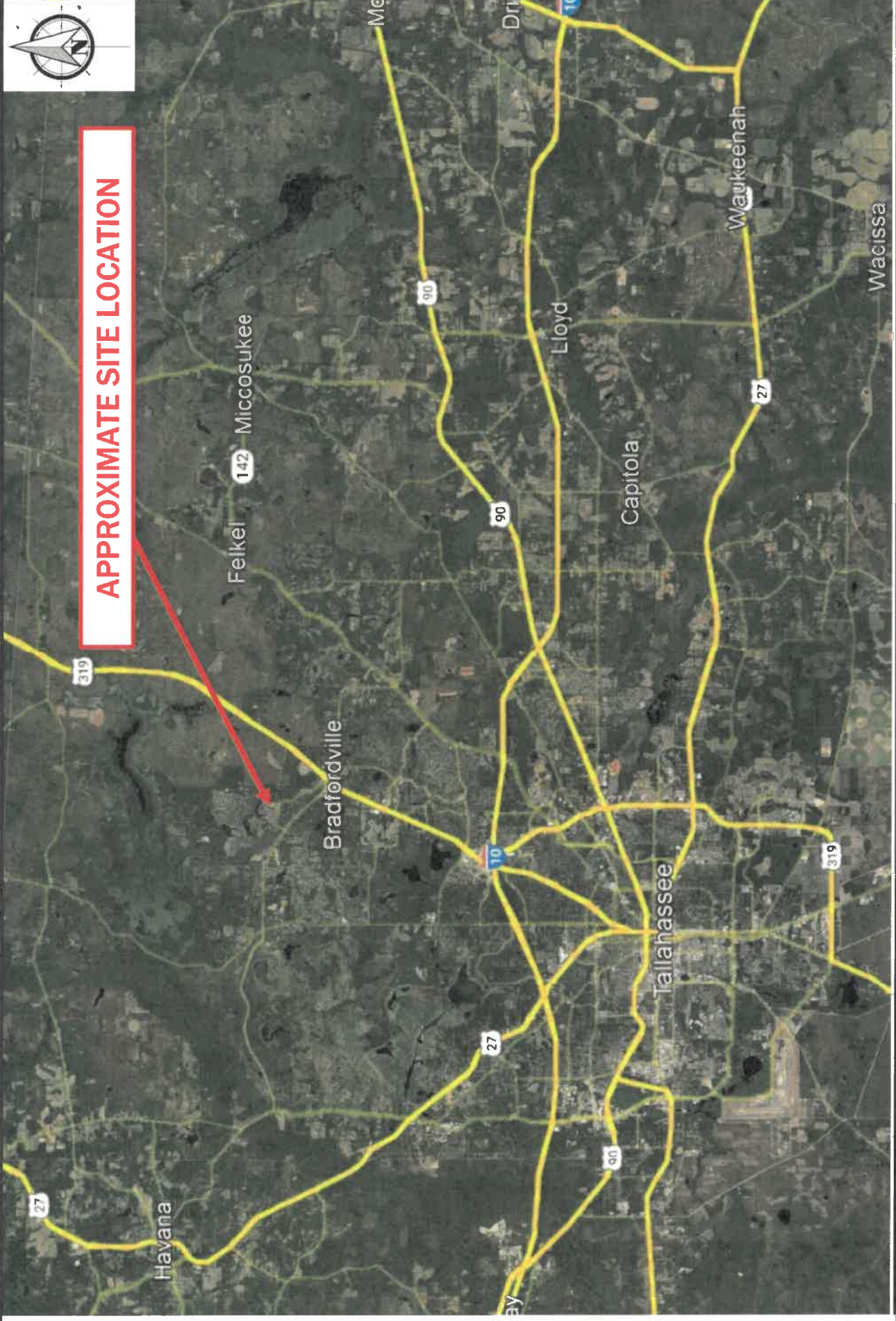


William L. Lawrence, P.E.  
Senior Regional Engineer  
Florida Registration No. 60147



**APPENDIX A**  
*FIGURES and MAP*

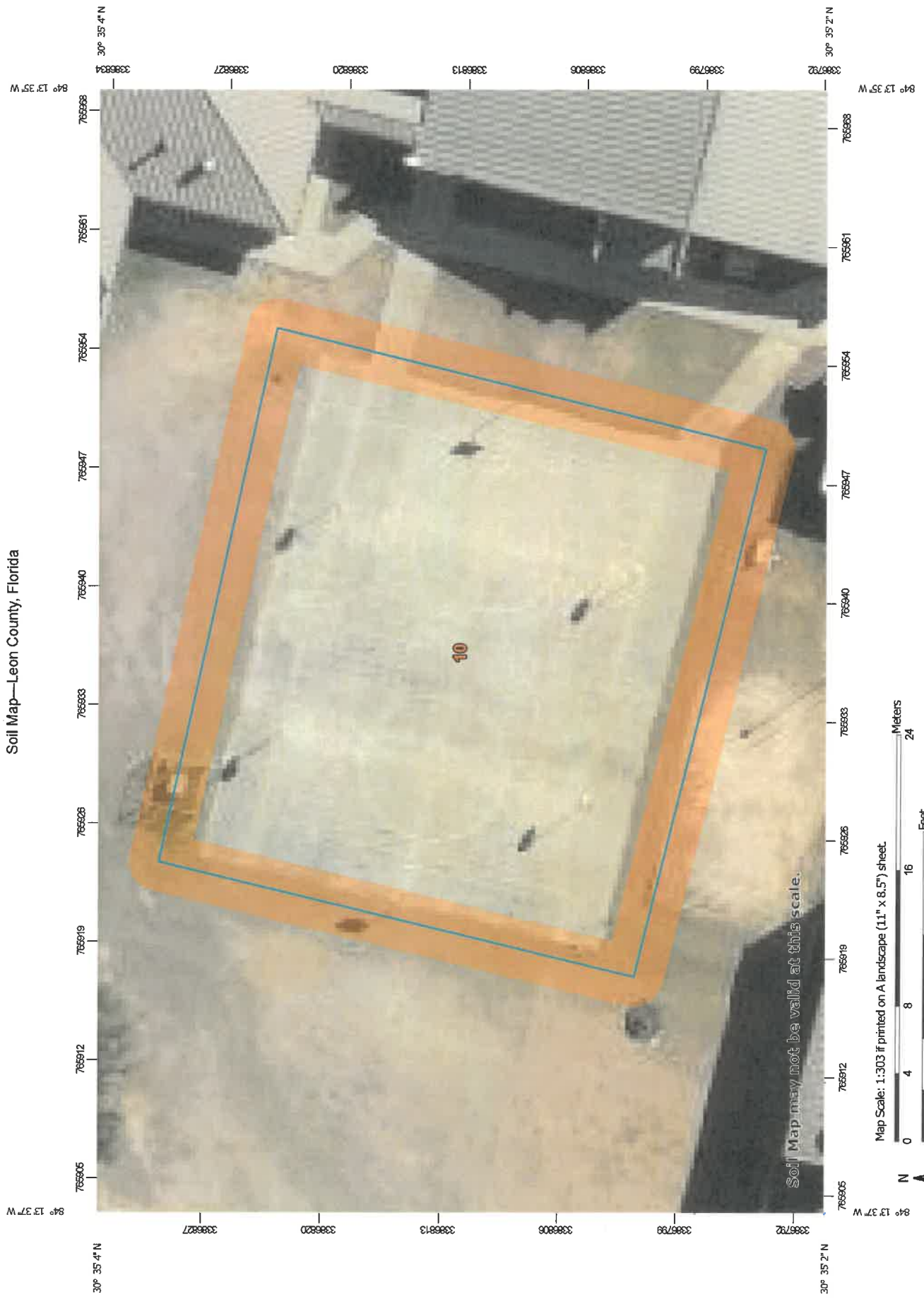




**APPROXIMATE SITE LOCATION**

<p>Scale: Not To Scale</p>	 <p>4770 Woodlane Circle, Suite A Tallahassee, Florida 32303 850.421.6682 ♦ 850.249.6683</p>	<p><b>PROJECT LOCATION MAP</b> LCS Killbuck Lakes ES Basketball Court Tallahassee, Leon County, Florida NOVA Project Number 10117-2021007</p>
<p>Date Drawn: February 2, 2022 Drawn By: S. Hosseini Checked By: W. Lawrence</p>		

Soil Map—Leon County, Florida













































Soil Map may not be valid at this scale.

Map Scale: 1:303 if printed on A landscape (11" x 8.5") sheet.

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84



## MAP LEGEND

-  Area of Interest (AOI)
-  Area of Interest (AOI)
-  Soils
-  Soil Map Unit Polygons
-  Soil Map Unit Lines
-  Soil Map Unit Points
-  Special Point Features
-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot
-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features
-  Water Features
-  Streams and Canals
-  Transportation
-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads
-  Background
-  Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Leon County, Florida  
 Survey Area Data: Version 19, Sep 3, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 25, 2019—Feb 2, 2020

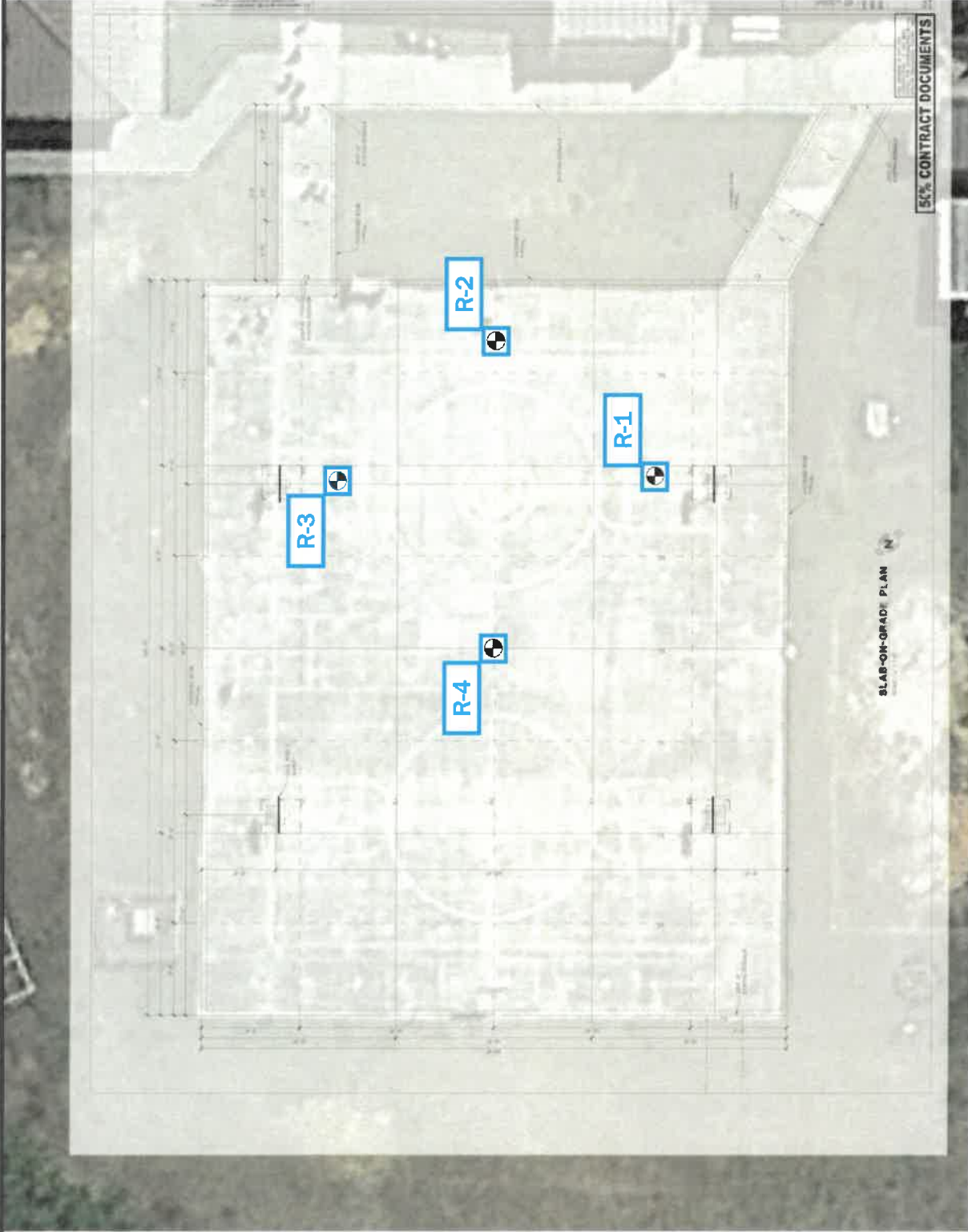
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend


Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
10	Dothan loamy fine sand, 2 to 5 percent slopes	0.2	100.0%
<b>Totals for Area of Interest</b>		<b>0.2</b>	<b>100.0%</b>



**APPENDIX B**  
***SUBSURFACE DATA***



**LEGEND**

 R-x = 6-ft. Auger Boring

Scale: Not To Scale

Date Drawn: February 2, 2022

Drawn By: S. Hosseini

Checked By: W. Lawrence






**BORING LOCATION PLAN**

LCS Killbuck Lakes ES Basketball Court  
 Tallahassee, Leon County, Florida  
 NOVA Project Number 10117-2021007

4770 Woodlane Circle, Suite A  
 Tallahassee, Florida 32303  
 850.421.6682 ♦ 850.249.6683



## SYMBOLS AND ABBREVIATIONS

<u>SYMBOL</u>	<u>DESCRIPTION</u>
N-Value	No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive a Standard Spoon 1 Foot
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
	Sample from Auger Cuttings
	Standard Penetration Test Sample
	Thin-wall Shelby Tube Sample (Undisturbed Sampler Used)
% REC	Percent Core Recovery from Rock Core Drilling
RQD	Rock Quality Designation
	Stabilized Groundwater Level
	Seasonal High Groundwater Level (also referred to as the W.S.W.T.)
NE	Not Encountered
GNE	Groundwater Not Encountered
BT	Boring Terminated
-200 (%)	Fines Content or % Passing No. 200 Sieve
MC (%)	Moisture Content
LL	Liquid Limit (Atterberg Limits Test)
PI	Plasticity Index (Atterberg Limits Test)
K	Coefficient of Permeability
Org. Cont.	Organic Content
G.S. Elevation	Ground Surface Elevation

## UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS		GROUP SYMBOLS	TYPICAL NAMES	
COARSE-GRAINED SOILS More than 50% retained on the No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
			GM	Silty gravels and gravel-sand-silt mixtures
		SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS 5% or less passing No. 200 sieve	GC
	SW**			Well-graded sands and gravelly sands, little or no fines
	FINE-GRAINED SOILS 50% or more passes the No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less	SANDS with 12% or more passing No. 200 sieve	SP**
SM**				Silty sands, sand-silt mixtures
SC**			Clayey sands, sand-clay mixtures	
SILTS AND CLAYS Liquid limit greater than 50%		SANDS with 12% or more passing No. 200 sieve	ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays
			OL	Organic silts and organic silty clays of low plasticity
	SANDS with 12% or more passing No. 200 sieve	MH	Inorganic silts, micaceous or diamicaceous fine sands or silts, elastic silts	
		CH	Inorganic clays or clays of high plasticity, fat clays	
SANDS with 12% or more passing No. 200 sieve	OH	Organic clays of medium to high plasticity		
	PT	Peat, muck and other highly organic soils		

\*Based on the material passing the 3-inch (75 mm) sieve

\*\* Use dual symbol (such as SP-SM and SP-SC) for soils with more than 5% but less than 12% passing the No. 200 sieve

### RELATIVE DENSITY

(Sands and Gravels)

- Very loose – Less than 4 Blow/Foot
- Loose – 4 to 10 Blows/Foot
- Medium Dense – 11 to 30 Blows/Foot
- Dense – 31 to 50 Blows/Foot
- Very Dense – More than 50 Blows/Foot

### CONSISTENCY

(Silts and Clays)

- Very Soft – Less than 2 Blows/Foot
- Soft – 2 to 4 Blows/Foot
- Medium Stiff – 5 to 8 Blows/Foot
- Stiff – 9 to 15 Blows/Foot
- Very Stiff – 16 to 30 Blows/Foot
- Hard – More than 30 Blows/Foot

### RELATIVE HARDNESS

(Limestone)

- Soft – 100 Blows for more than 2 Inches
- Hard – 100 Blows for less than 2 Inches

### MODIFIERS

**These modifiers Provide Our Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample**

- Trace – 5% or less
- With Silt or With Clay – 6% to 11%
- Silty or Clayey – 12% to 30%
- Very Silty or Very Clayey – 31% to 50%

**These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample**

- Trace – Less than 3%
- Few – 3% to 4%
- Some – 5% to 8%
- Many – Greater than 8%

**These Modifiers Provide Our Estimate of the Amount of Other Components (Shell, Gravel, Etc.) in the Soil Sample**

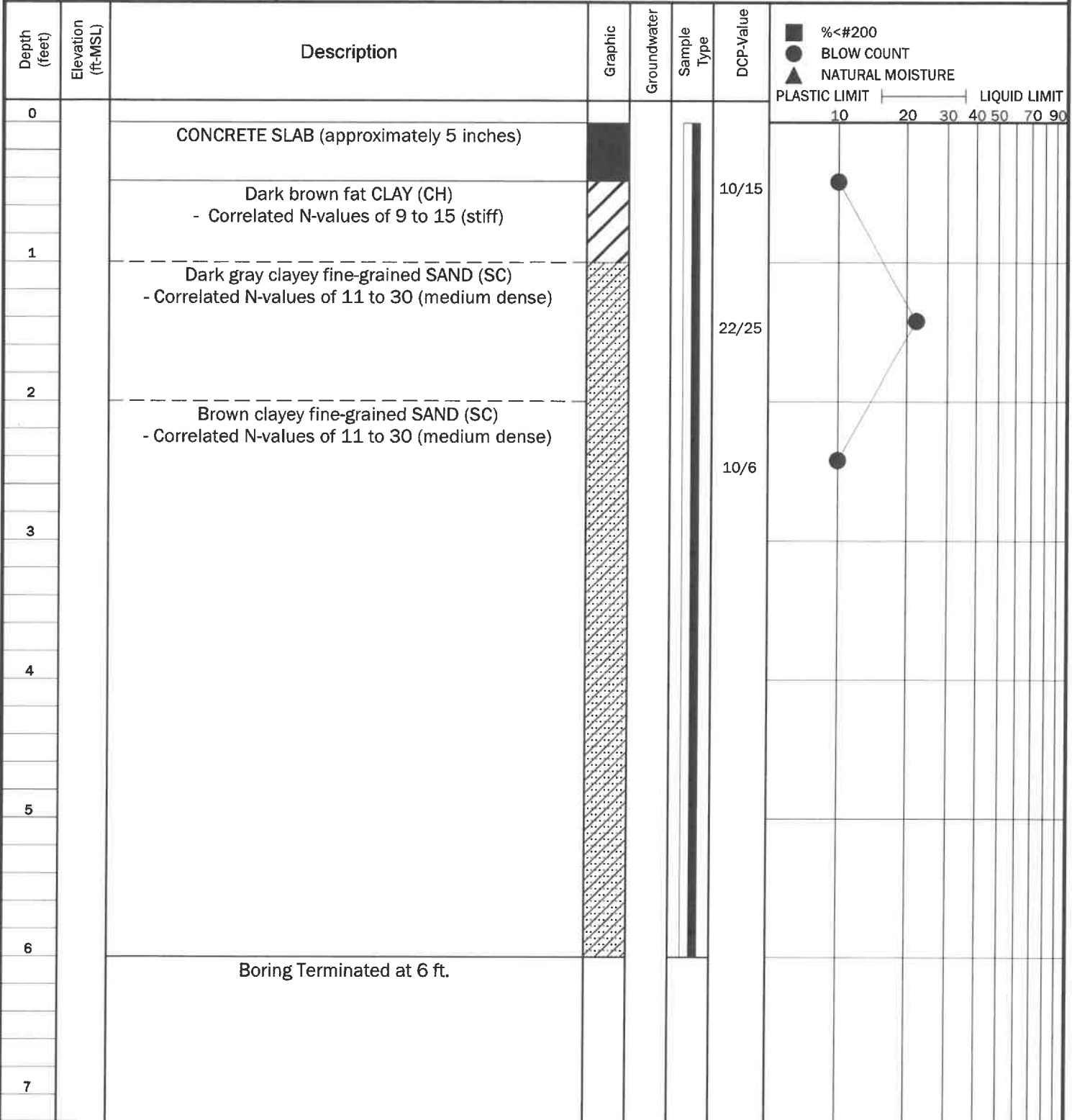
- Trace – 5% or less
- Few – 6% to 12%
- Some – 13% to 30%
- Many – 31% to 50%



# TEST BORING RECORD DCP-1

PROJECT: LCS Killearn Lakes ES Courts PROJECT NO.: 10117-2021007  
 CLIENT: Leon County Schools  
 PROJECT LOCATION: Tallahassee, Leon County, Florida  
 LOCATION: Per Boring Location Plan ELEVATION: Existing Grade  
 DRILLER: W. Jordan LOGGED BY: S. Hosseini  
 DRILLING METHOD: Auger Boring DATE: 01/31/2022  
 DEPTH TO - WATER> INITIAL:  $\nabla$  GNE AFTER 24 HOURS:  $\nabla$  CAVING> C

This information pertains only to this boring and should not be interpreted as being indicative of the site.

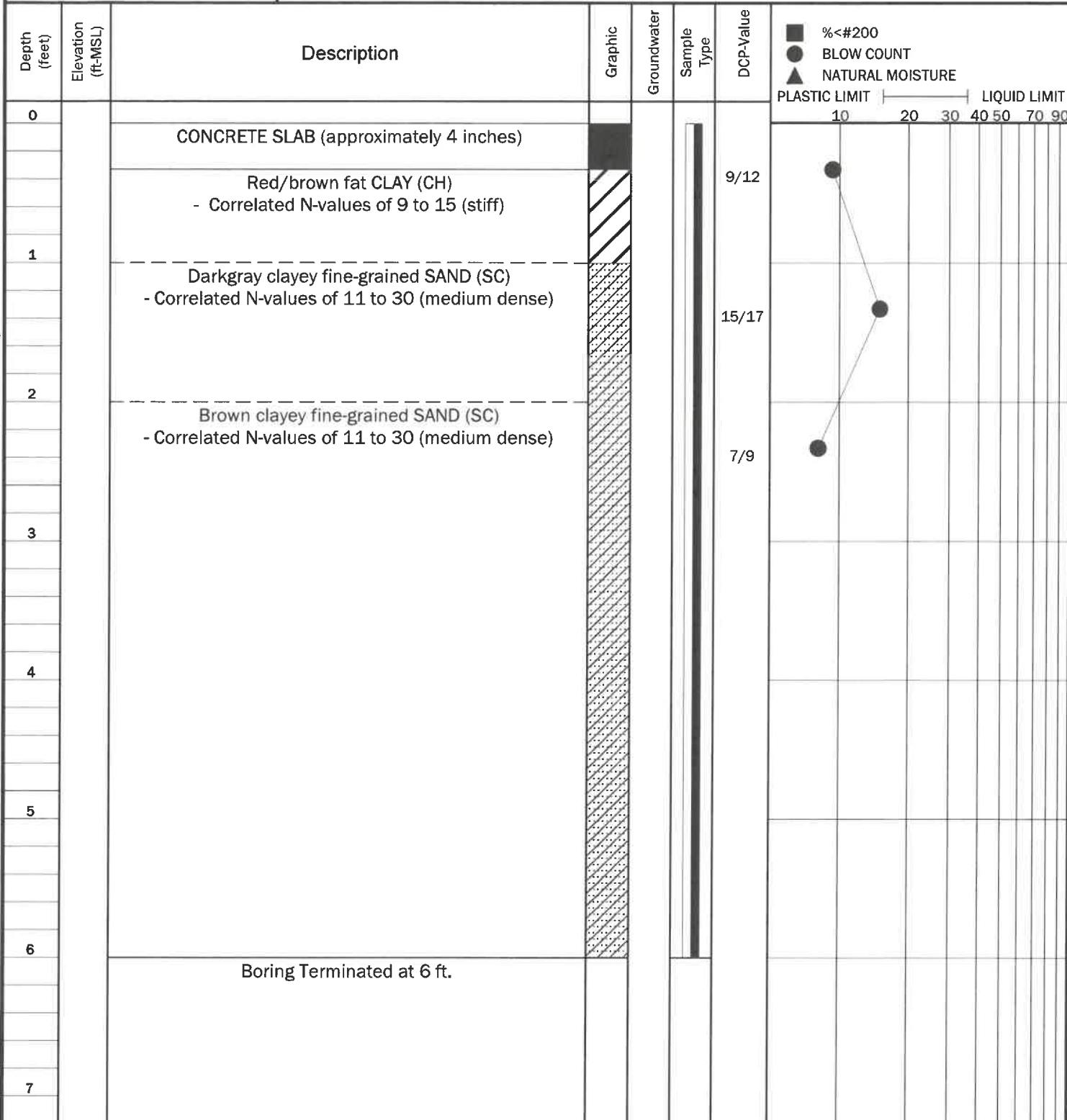




# TEST BORING RECORD DCP-2

**PROJECT:** LCS Killearn Lakes ES Courts      **PROJECT NO.:** 10117-2021007  
**CLIENT:** Leon County Schools  
**PROJECT LOCATION:** Tallahassee, Leon County, Florida  
**LOCATION:** Per Boring Location Plan      **ELEVATION:** Existing Grade  
**DRILLER:** W. Jordan      **LOGGED BY:** S. Hosseini  
**DRILLING METHOD:** Auger Boring      **DATE:** 01/31/2022  
**DEPTH TO - WATER> INITIAL:**  $\nabla$  GNE      **AFTER 24 HOURS:**  $\nabla$       **CAVING>** C

This information pertains only to this boring and should not be interpreted as being indicative of the site.

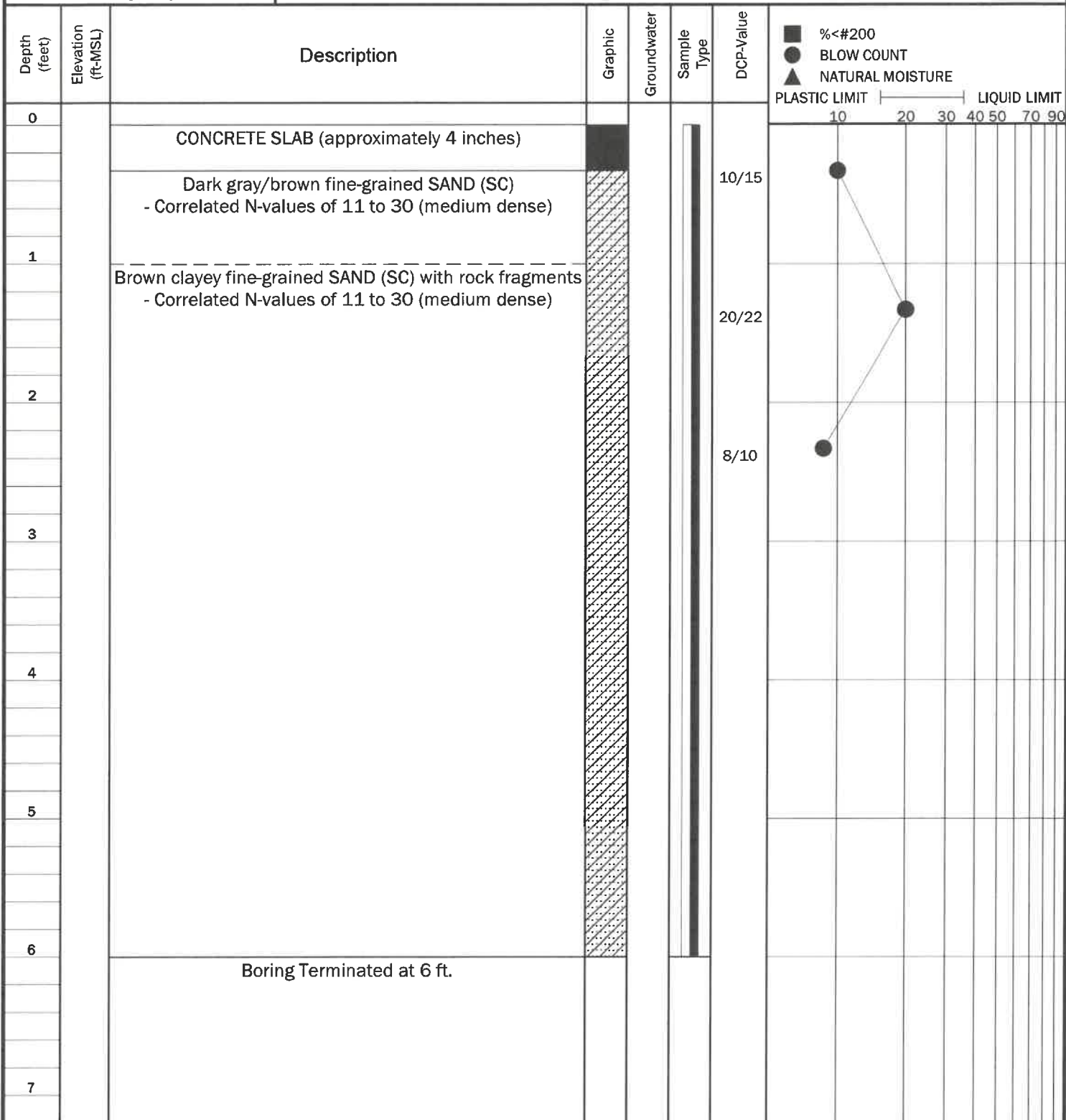




# TEST BORING RECORD DCP-3

**PROJECT:** LCS Killearn Lakes ES Courts      **PROJECT NO.:** 10117-2021007  
**CLIENT:** Leon County Schools  
**PROJECT LOCATION:** Tallahassee, Leon County, Florida  
**LOCATION:** Per Boring Location Plan      **ELEVATION:** Existing Grade  
**DRILLER:** W. Jordan      **LOGGED BY:** S. Hosseini  
**DRILLING METHOD:** Auger Boring      **DATE:** 01/31/2022  
**DEPTH TO - WATER> INITIAL:**  $\nabla$  GNE      **AFTER 24 HOURS:**  $\nabla$       **CAVING>** C

This information pertains only to this boring and should not be interpreted as being indicative of the site.



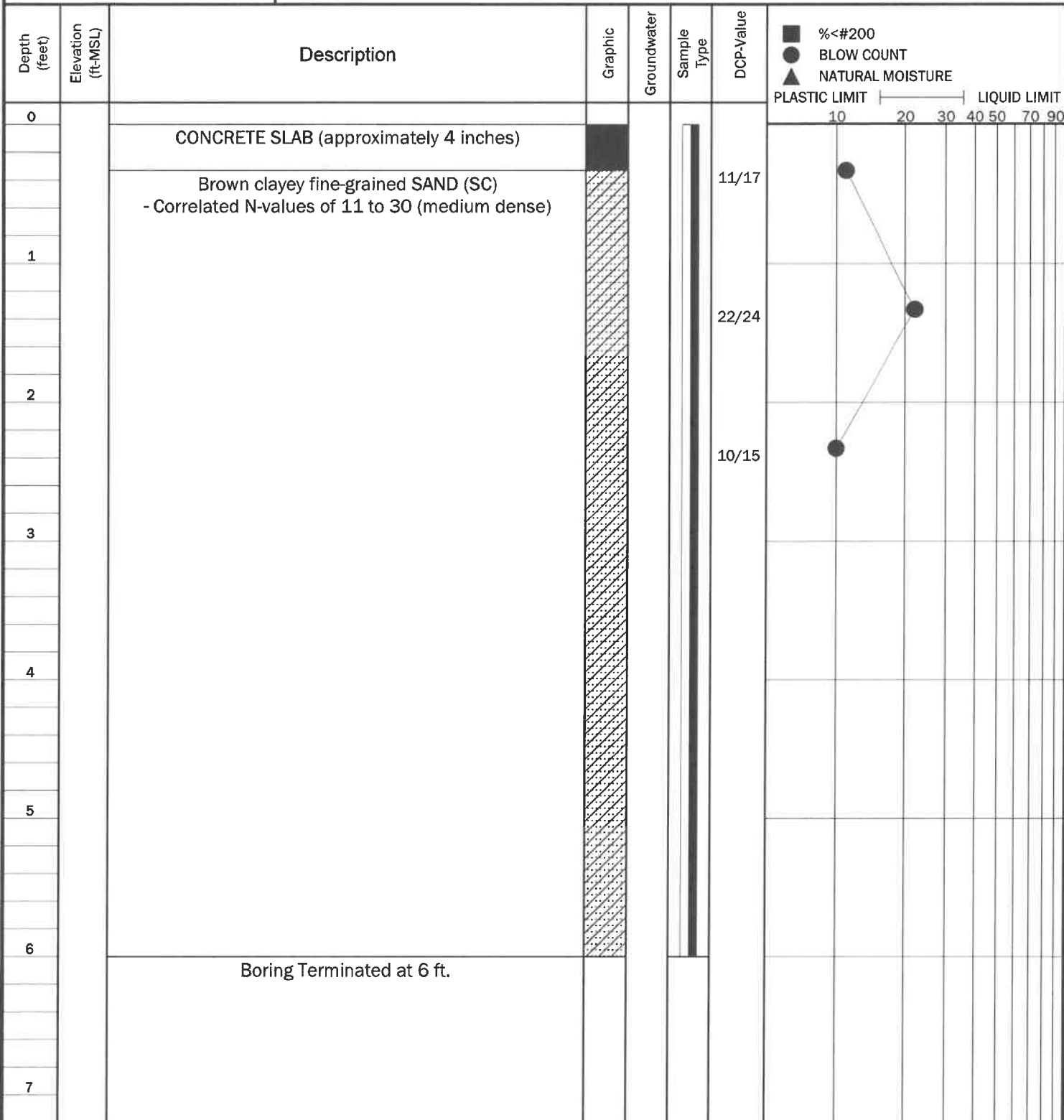




# TEST BORING RECORD DCP-4

**PROJECT:** LCS Killearn Lakes ES Courts      **PROJECT NO.:** 10117-2021007  
**CLIENT:** Leon County Schools  
**PROJECT LOCATION:** Tallahassee, Leon County, Florida  
**LOCATION:** Per Boring Location Plan      **ELEVATION:** Existing Grade  
**DRILLER:** W. Jordan      **LOGGED BY:** S. Hosseini  
**DRILLING METHOD:** Auger Boring      **DATE:** 01/31/2022  
**DEPTH TO - WATER> INITIAL:**  $\nabla$  GNE      **AFTER 24 HOURS:**  $\nabla$       **CAVING>** C

This information pertains only to this boring and should not be interpreted as being indicative of the site.



# APPENDIX C

*IMPORTANT INFORMATION ABOUT  
THIS GEOTECHNICAL ENGINEERING  
REPORT*



# Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

## Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. *Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled.* No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.*

## Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full.*

## You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.*

## This Report May Not Be Reliable

*Do not rely on this report* if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be, and, in general, if you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying it.* A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

## Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

### **This Report's Recommendations Are Confirmation-Dependent**

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

### **This Report Could Be Misinterpreted**

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

### **Give Constructors a Complete Report and Guidance**

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only.* To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may

perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

### **Read Responsibility Provisions Closely**

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Geoenvironmental Concerns Are Not Covered**

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old.*

### **Obtain Professional Assistance to Deal with Moisture Infiltration and Mold**

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration.* Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. *Geotechnical engineers are not building-envelope or mold specialists.*



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